

**The Art of Home Ownership, Inc.**  
**Standard Terms and Conditions to Services and Licensing Agreement**

The terms, conditions and other provisions set forth below (the "**Terms and Conditions**") modify and supplement the terms of each Services and Licensing Agreement (each, as modified and supplemented by the Terms and Conditions and as otherwise modified from time to time, this "**Agreement**"), by and between The Art of Home Ownership, Inc., a California corporation ("**Service Provider**") and the customer described in and party to such Agreement ("**Customer**" and together with Service Provider, the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain real estate and mortgage-related services, including, without limitation, the products and services described in more detail on its website, [www.theartofhomeownership.com](http://www.theartofhomeownership.com) (the "**Website**") and other similar mediums that Service Provider may from time to time provide (together with the Website, collectively, the "**Electronic Forums**") and to enable Customer to access certain information and data through such Electronic Forums; and

WHEREAS, Customer desires to retain Service Provider to provide the said services and to obtain access to such Electronic Forums, and Service Provider is willing to perform such services and provide such information under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services described in the Agreement or in any other written agreement from time to time signed by each of the Service Provider and Customer in connection with its use of the Electronic Forums (the "**Services**"). The Services and the other Deliverables (as defined below) provided by Service Provider pursuant to this Agreement are anticipated to include those items described on the Statement of Work attached hereto as Exhibit A. The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.

2. License.

2.1 Service Provider hereby grants a non-exclusive, non-transferable, limited license to Customer to use the Electronic Forums in the regular course of Customer's business during the term of this Agreement (the "**License**"). Service Provider maintains all rights of ownership to its products. Service Provider's products change from time to time. Access to certain data may be restricted. Service Provider is not providing legal or financial advice by allowing Customer to use its products. Customer's interpretations of data are its own for which Customer shall have full responsibility. Customer shall comply with the terms and conditions of the Electronic Forums (as the same may be amended by Service

Provider from time to time) at all times, which are hereby incorporated herein by reference as if set forth in full herein.

2.2 Customer may quote and excerpt from Service Provider's information products in its work with the appropriate cite and credit to the source. Except as provided in Section 2.3, Customer may store data from Service Provider's information products in a secure internal system in the regular course of its business. Customer may display Service Provider's information product data internally. Customer may transmit Service Provider's information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of its business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

2.3 Customer shall not sell, sublicense, distribute, display, store or transfer Service Provider's products or any data in Service Provider's products in bulk or in any way that could be used to replace or substitute for Service Provider's products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. Customer shall not use any means to discern the source code of Service Provider's products.

2.4 Customer's access to certain products is password protected. Customer is responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

2.5 Customer shall not run or install any computer software or hardware on Service Provider's products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

2.6 Certain information provided by the Service Provider, including without limitation any contacts uploaded by customer, may be regulated or private in nature. Customer agrees and warrants that it is the end user of this data and that Customer will only use it for its own internal business purposes and for the purposes described in the Statement of Work. Customer also warrants that Customer will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third-party additional terms. Customer will keep the data confidential. Customer will use industry standard administrative, physical and technical safeguards to protect the data. Customer will not disclose it to anyone except as necessary to carry out its permissible use. Customer will immediately report any misuse, abuse or compromise of the data. Customer agrees to cooperate with any resulting inquiry. If Service Provider reasonably believes that the data has been misused, abused or compromised, Service Provider may block access without additional notice. Customer is responsible for all damages caused by misuse, abuse or compromise of the data by Customer, its employees and any person or entity with whom Customer shared the data. Service Provider will be responsible for damages caused by us.

2.7 Service Provider's hosted products are designed to protect the content Customer stores in the hosted product. Customer grants Service Provider permission to use, store and process Customer's content in accordance with applicable law. As between

Customer and Service Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all content provided by Customer, subject only to the limited license granted herein. Access and use of Customer's content by Service Provider's employees and contractors will be directed by Customer and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. Service Provider will not disclose Customer's content except in support of the use of the hosted products or unless required by law. If this Agreement expires or is terminated, Service Provider will provide access to the hosted product for 180 days so that Customer may remove its content. The agreement will remain in effect through the 180-day extraction period. To the extent that Customer fails to extract any of its content within such period, Service Provider may cause such content to be deleted or otherwise destroyed in accordance with its customary content retention policies and/or practices.

2.8 Service Provider will provide notice to Customer of any unauthorized third-party access to Customer's content of which Service Provider becomes aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If Customer's content is lost or damaged, Service Provider will assist Customer to the extent that Service Provider is able to do so in restoring the content to the hosted product from Customer's last available back up copy.

2.9 Customer is responsible for ensuring that its content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If Service Provider is notified that Customer's content may infringe on the intellectual property rights of a third party, Service Provider may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

2.10 The parties will at all times process personally identifiable information ("**PII**") Customer provides to Service Provider in accordance with applicable law. Customer confirms that Customer will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

2.11 As part of the services provided to Customer pursuant to this Agreement, Service Provider will facilitate, to the extent by the specific terms of Customer's engagement with Service Provider, Customer to have access to the products and services of certain of Service Provider's partners and affiliates, which currently include, for example, Househappy, Homebot and/or Big Purple Dot CRM. Customer hereby expressly authorizes Service Provider to set up accounts with each of such partners and affiliates to the extent necessary or desirable to accomplish the objectives contemplated by this Agreement, and Customer hereby agrees to comply with the terms and conditions of each such partner's and

affiliate's terms and conditions in connection therewith (as such terms and conditions may from time to time be amended or otherwise modified by each such partner or affiliate).

3. Customer Obligations. Service Provider desires to ensure that Customer has a successful experience using the Electronic Forums pursuant to the License and the related Services to be provided hereunder. Service Providers has found that the following steps are necessary to provide such successful experience. Therefore, Customer hereby agrees that it shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services or to successfully exploit the use of the License, including, without limitation, promptly providing any on-boarding documentation or assets reasonably requested by Service Provider in connection herewith and promptly and courteously following up on all leads delivered by Service Provider's tools delivered in connection with this Agreement.

3.3 Cooperate with Service Provider in its performance of the Services and the successful exploitation of the use of the License and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services and/or to successfully exploit the use of the License.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services and/or the successful exploitation of the use of the License.

3.5 Customer hereby represents and warrants to Service Provider that it intends to use the License and obtain the Services for commercial purposes and none of the Services to be provided hereunder nor the use of the License is for personal, family or household purposes.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services and the License by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Agreement and in the manner further described on Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services and the grant of the License. Said fees will be payable on such date(s) and time(s) as further provided in the Agreement or as otherwise described on Exhibit B. Unless otherwise agreed to by Service Provider in writing, Customer shall authorize Service Provider to automatically charge a

credit card, debit card or electronic fund transfer to pay the charges as and when due, provided that, in the event that such automatic charge fails for any reason, including, without limitation, the expiration of the provided card or the lack of funds available to process such charge, Customer shall be responsible for causing the required payment(s) to be made by the required due date(s).

4.2 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.3 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 5% per month or the highest rate permissible under California law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services and to terminate the License if the Customer fails to pay any amounts when due hereunder and such failure continues for five days following the due date thereof.

5. Warranties and Disclaimer of Warranties. SERVICE PROVIDER'S INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. SERVICE PROVIDER WARRANTS THAT SERVICE PROVIDER PROVIDES PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. SERVICE PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ITS PRODUCTS OR THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM SERVICE PROVIDER AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THOSE EXPLICITLY PROVIDED IN THIS SECTION **Error! Reference source not found.** ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer

or materials of Customer, shall be owned by Service Provider. As provided in more detail above, Service Provider hereby grants Customer the License on the terms and conditions set forth above to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

7. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 10 days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 and Section 8.33 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date set forth in the Agreement and shall continue thereafter until the expiration Initial Services Term and/or any Renewal Terms described in the Agreement (giving effect to any extensions or renewals contemplated thereby, the "**Term**") or as otherwise described on Exhibit B, unless sooner terminated pursuant to Section 8.2.

8.2 Either Party may terminate this Agreement, effective upon at least 30 days' prior written notice to the other Party; provided that Service Provider may terminate this

Agreement before the expiration date of the Term immediately on written notice if Customer fails to pay any amount when due hereunder: and such failure continues for five days following the due date thereof; provided, further, that, in the event that Customer terminates this Agreement prior to the expiration of the Term, all fees paid or payable by Customer in connection with the term shall be fully earned and non-refundable for any reason unless Service Provider has materially breached the terms of this Agreement and failed to cure such breach within 30 days of receiving written notice thereof from Customer.

8.3 The rights and obligations of the parties set forth in this Section 8.3 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 7 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SERVICE PROVIDER IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to

such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to Customer: To the address of Customer set forth in the Agreement.

Notice to Service Provider: The Art of Home Ownership, Inc.  
37 Oak View Drive  
Aliso Viejo, CA 92656  
Attention: President

12. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

14. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent.

16. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship



between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

20. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal courts sitting in Orange County, California, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.



**EXHIBIT A**  
**STATEMENT OF WORK**

The Services and other Deliverables anticipated to be provided by Service Provider to Customer pursuant to this Agreement include the following:

- Development of an enhanced marketing platform for the benefit of Customer, which will include a website built specifically for Customer that Customer can use to market to consumers and better explain the value being provided to consumers at a higher level.
- The website will enable the Customer to provide services specifically targeted to appeal to Customer's consumer base, which are currently anticipated to include the following:
  - o a home concierge service through Househappy;
  - o a monthly real estate wealth digest through Homebot;
  - o an annual financial review;
  - o the Perfect Mortgage Promise; and
  - o Maximizing Wealth Through Real Estate.
- Customer will have access to an e-learning platform developed by Service Provider to provide educational information on relevant topics that will appeal to the mortgage professional, which are currently anticipated to include the following:
  - o educational materials on content creation and the development of marketing materials;
  - o recurring monthly training and strategy sessions;
  - o guest speakers; and
  - o webinars and scripts on how to best utilize the enhanced marketing platform being provided by Service Provider pursuant to this Agreement.

The primary objective of Service Provider in providing the foregoing Services and other Deliverables is to provide the Customer with the following benefits for to enhance the business and life success of the mortgage professional:

- Increased conversion;
- Database engagement;
- Enhanced lead generation;
- More consistent and meaningful real estate professional partnerships;
- Alternative business partner acquisition;
- Systematized business model;
- Corporate affiliations;
- Succession planning;
- Direct to consumer capabilities;
- New market penetration; and
- Enhanced work/life balance.

**EXHIBIT B**  
**TERM OF AGREEMENT AND FEE SCHEDULE**

Term of Agreement

Service Provider and Customer hereby agree that the Services and License provided pursuant to this agreement shall be provided on a periodic basis equal in length to the duration of the Initial Service Term described in the Agreement (each such period is from time to time referred to herein as a "**Service Period**").

Automatic Renewal of Term

This Agreement shall automatically renew for an additional Service Period equal in duration to the Initial Service Period described in the Agreement commencing upon the prior expiration date unless one party hereto provides the other party with written notice of its intent to terminate this Agreement at least 30 days prior to the then-effective expiration date. Following each such renewal, any references in this Agreement to the expiration date of the Term or words or phrases of similar meaning shall refer to the final date of such renewal period. Such automatic renewals shall continue to automatically occur with respect to each subsequent expiration date until such time that one party delivers notice to the other party of its intent to terminate this Agreement at least 30 days prior to the then-effective expiration date. Notice of such cancellation shall be sent in accordance with Section 11 of the Agreement.

Terms of Fee Payments

Customer shall pay each of the fees described in the Agreement, which shall be due and payable on the respective dates set forth in the Agreement. Each of the fees shall be fully earned when paid and non-refundable for any reason.

With respect to any Renewal Term, Customer shall pay each such fees to Service Provider on the same terms as set forth in the Agreement on the first day of each such Renewal Term; provided that Service Provider may from time to time increase or otherwise modify the required fee amounts by providing prior written notice to Customer of any such modification at least 30 days prior to any applicable payment date.