

IMPORTANT – READ CAREFULLY: This Managed Service Agreement, as amended from time to time (“AGREEMENT”) is a legal agreement between you (either as an individual or an entity) (“you”, “your”, the “Client”) and Carvajal Consultants, Inc., a Florida corporation (“CCI”) its heirs and assigns.

BY SIGNING THE SERVICE SUBSCRIPTION FORM, BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICE, OR BY PAYING FOR THE SERVICE BY ANY MEANS OFFERED BY CCI, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

THE TERMS AND CONDITIONS OF THIS AGREEMENT (“TERMS & CONDITIONS”) APPLY TO ANY AND ALL USE OF THE SERVICE BY YOU, WHETHER YOU ARE USING THE SERVICE PURSUANT TO ANY DEMONSTRATION PERIOD, OR ANY TRIAL PERIOD, OR THE TERM OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN REGARDLESS OF THE TYPE OF USE OF THE SERVICE BY YOU.

CCI allows you access to the service as defined in Exhibit A over the Internet, using the model Software as a Service, subject to terms and conditions of this AGREEMENT.

CCI has created the services defined in Exhibit A based in software computer programs to provide Real Estate businesses with a computerized means for property data analysis concerning an auction, and other related functions; these CCI's computer programs are known as Foreclosure Auction Plus software, and optionally may include associated media, electronic documentation, or associated materials (collectively or partially the “SOFTWARE-PRODUCT”).

NOW, THEREFORE, in consideration that it is CCI's desire and intention that Client be permitted to use the Services as defined in Exhibit A, and Client is willing to retain the services provided by CCI as defined in Exhibit A subject to the terms and conditions of this AGREEMENT, the parties, intending to be legally bound, agree as follows:

1. Definitions.

Services: As defined in the Exhibit A.

CCI Technology: The intangible computer code necessary to deploy and provide the Services.

Site: CCI's CarvajalOnline.com website including the CCI Technology.

Authorized Users: The number of unique persons consisting of Client's personnel and outside consultants who are authorized to access and use the Services, according to the terms of this AGREEMENT. Client may authorize third party consultants, outsourcers, contractors and other service providers.

Internet Data Centers: CCI uses its best efforts to select a reliable Internet data center to provide Client with the Services.

Client Data: It is the information provided by any Authorized User when using the Services.

Service Subscription Form: A document indicating that it is a "Service Subscription Form" which incorporates the terms and conditions of this AGREEMENT in written form. If executed the Service Subscription Form becomes a part of this AGREEMENT.

Proprietary Rights: Any and all rights in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. Subscription License Grant.

Subject to the terms and conditions herein, during the term herein, CCI hereby grants to Client only to the extent of Authorized

Users and solely for Client's internal business purposes a non-exclusive, non-assignable, non-transferable, worldwide right and license to access the Site and use the Services, for the sole purpose to provide Client with a tool to conduct its own internal business. All rights not expressly granted to Client herein are expressly reserved by CCI.

3. Use Restrictions.

Client covenants and agrees that its use of the Services will be in a manner consistent with this AGREEMENT and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the CCI Technology; or (iv) to access, alter, or destroy any information of any customer of CCI by any fraudulent means or device, or attempt to do so.

4. Security.

Client shall be solely responsible for acquiring and maintaining the security of its link to the Internet. As part of the Services, CCI shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access (the "Security Standard"). Provided that CCI is in compliance with the Security Standard, the parties agree that CCI shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to CCI at the time. CCI will promptly report to Client any unauthorized access to Client Data promptly upon discovery by CCI, and CCI will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Set-Up of Services.

The Client acknowledges that before the Services "go live", certain tasks must be completed, to make the Services accessible to Client. As a part of the Set-up of Services, there are certain tasks that require that Client delivers certain information in order to complete the task, should Client not deliver this information in a timely manner, the "go live" date may be delayed.

6. Access Codes for Services.

CCI will permit access to the Services only over the Internet using access codes assigned by CCI or Client. Access codes will be deemed the Confidential Information of both parties.

7. Technical Requirements for Services.

- 7.1. **Capacities.** The Services shall be rendered in a manner that will support the Authorized User requirements and other requirements provided in the Exhibit A.
- 7.2. **Internet Data Centers.** The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.
- 7.3. **Multiple Telecommunications Providers.** The facility shall be served by no less than two separate high-speed telecommunications providers and CCI shall have the ability to switch between telecommunications providers to reduce outages.

8. Monitoring of Client's Use.

CCI reserves the right to internally monitor Client's usage of the Site and Services.

9. Purchase of Additional Services.

Client may elect to purchase rights for additional services by Purchase Order from time to time. Such additional purchases shall be governed by the terms and conditions hereof. Client agrees that, absent CCI's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Client to CCI for the additional purchases, shall not be binding on CCI to the extent that such terms and conditions are additional to or inconsistent with those contained in this AGREEMENT.

10. Subscription Fees, Payment Terms and Taxes

- 10.1. **Subscription Fees and Payment Terms.** Client agrees to pay the one time and monthly fees according to the prices and terms listed in the Service Subscription Form, and/or Service Price List, or if provided, the CCI Software Quotation, or Billing Terms.

Client agrees to pay the Total Monthly Fee, as stated in the Service Subscription Form signed by Client.

If Client believes that the Fees or Charges to its account are incorrect, Client must contact CCI in writing within twenty (20) days of the date of the charge in question, to be eligible to receive an adjustment or credit.

All payments shall be in United States currency.

- 10.2. **Guaranteed Minimum Term.** If Client terminates the AGREEMENT or ceases to continue making Service Monthly Fee payments prior to the expiration of the Initial Term for any reason other than for material breach by CCI, then any balance of the Licensing Fee plus Service Monthly Fee for the remainder of the Initial Term shall accelerate and become due and payable in a lump sum immediately upon termination, this Service Monthly Fee will be calculated as the average of the Service Monthly Fee of the 3 last months stated in the corresponding Invoices or Customer Statements.

- 10.3. **Fee Increases.** CCI may increase Service Monthly Fee at any time with sixty (60) days prior notice to Client, but in no event shall fees be increased more than 10% over the preceding consecutive twelve (12) month period. Any fee increase will begin at the expiration of the Guaranteed Minimum Term.

- 10.4. **Late Charges.** When the full amount of the payment is not received by CCI or is received after the due date stated in the invoice or customer statement, in addition to the remedies available to CCI at law or equity, CCI may collect a Late Charge fee of \$30 or 1.5% of amount due, whichever is greater, per month from the due date until full payment by Client.

- 10.5. **Other Charges.** For returned checks, CCI will charge Client the full amount allowed by law.

Client agree to pay all costs, charges and expenses (including but not limited to attorney fees), if any, incurred by CCI in collecting overdue fees from Client.

- 10.6. **Taxes.** All fees are exclusive of taxes or duties. If CCI is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this AGREEMENT, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on CCI's net income, then such taxes and/or duties shall be billed to and paid by Client immediately upon receipt of CCI's invoice and supporting documentation for the taxes or duties charged.

11. Technical Support, Training, and Consulting Services.

During the term herein, CCI shall provide reasonable technical support in the form of responses to questions by chat or telephone at no additional charge. If additional services are required for the proper use and operation of the Services or if training or consulting services are requested, CCI shall provide such services on a time and materials ("T&M") basis; that is, (i) Client shall pay CCI for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be CCI's then-current standard rates for such services. Any monetary limit stated in an estimate for Time and Materials ("T&M") services shall be an estimate only for Client's budgeting and CCI's resource scheduling purposes. CCI shall invoice Client for T&M services. Charges shall be payable upon receipt of invoice by Client. CCI reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of services as well as a work order.

12. Technical Contacts.

Client shall designate one of its employees as its principal contact for communicating with CCI regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to CCI.

13. Proprietary Rights Ownership.

Ownership of the Proprietary Rights embodied in the Site, Services, and CCI Technology shall remain exclusively vested in and be the sole and exclusive property of CCI and its licensors. In addition Client hereby transfers and assigns to CCI any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service. The CarvajalOnline.com domain name, product names and logos associated with the Services are trademarks of CCI or third parties, and no right or license is granted to use them.

14. Mutual Exchange of Confidential Information.

The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

- 14.1. **Definition of Confidential Information.** For purposes hereof, "Confidential Information" means (i) the terms and conditions herein, (ii) non-public aspects of CCI's Site and the operation thereof, CCI Technology, and the Services and additional services provided by CCI, and CCI's business and technical information, and data, (iii) Client Data, and non-public aspects of Client's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this AGREEMENT, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.
- 14.2. **Restrictions on Use and Disclosure.** Recipient may use Confidential Information of Owner only for the purposes of this AGREEMENT and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this AGREEMENT and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.
- 14.3. **Exclusions.** The restrictions of this AGREEMENT on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this AGREEMENT; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

15. General Skills and Knowledge.

Notwithstanding anything to the contrary in this AGREEMENT, Client agrees that CCI is not prohibited from using any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CCI.

16. Client Representations and Warranties.

- 16.1. Client represents and warrants that (i) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and

regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other CCI customers of CCI services.

16.2. Client acknowledges that (i) CCI does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Client will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

16.3. In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, CCI will have the right to suspend immediately any Services if deemed reasonably necessary by CCI to prevent any harm to CCI and its business. CCI will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, CCI will promptly restore the Services.

17. CCI Representations and Warranties.

CCI represents and warrants that (i) it has the legal right to enter into this AGREEMENT and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States or any State or cause a breach of any agreements between CCI and any third parties. In the event of a breach by CCI of the foregoing warranties, Client's sole remedy is termination of this AGREEMENT upon written notice to CCI.

18. Limited Warranty.

CCI represents and warrants that the Services will: (i) conform to all material operational features as described in the accompanying or electronic documentation, and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Client notifies CCI of any non-conformity, error, or defect. Client's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming service at CCI's expense.

19. Service Level Warranty.

The service level warranty set forth in Exhibit B ("Service Level Warranty") states Client's sole and exclusive remedy for any performance failure of the Services in terms of Downtime Credits.

20. Warranty Disclaimers.

EXCEPT FOR THE LIMITED WARRANTY AND THE SERVICE LEVEL WARRANTY PROVIDED ABOVE, NEITHER CCI NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND CCI AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CCI AND ITS LICENSORS. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICES, AND THAT CLIENT HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. CCI DOES NOT WARRANT THAT (A) THE SERVICES OR SITE WILL MEET CLIENT'S REQUIREMENTS, (B) THAT THE SERVICES OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CLIENT MAY SELECT FOR USE, (C) OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE, (D) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, CLIENT ACKNOWLEDGES AND AGREES THAT CCI HAS NO CONTROL OVER THE INTERNET, AND THAT CCI IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

21. Disclaimer of Actions of Third Parties.

CCI does not and cannot control the flow of data to or from the Services and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). Although CCI will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, CCI cannot guarantee that such events will not occur. CCI DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

22. Disclaimer of Incidental and Consequential Damages.

EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

23. Liability Cap.

Except for any CCI's indemnity expressly provided herein and CCI's confidentiality obligations, in no event shall CCI's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total of subscription fees payable by Client for the three (3) billing periods immediately preceding the claim for such liability.

24. Term of Agreement.

The initial term of this AGREEMENT shall commence from the date Client signs the Service Subscription Form, or when Client accepts this AGREEMENT by clicking in any user interface to do so, or the first time Client accesses or uses all or any portion of the Services, or by paying for the Services by any means offered by CCI, whatever occurred first ("Effective Date"), and shall continue in effect for the period of one month ("Initial Term").

The initial term hereof shall automatically renew for successive one (1) month terms unless either party notifies the other in writing not less than fifteen (15) days prior to the expiration of the current term of its intention not to renew. Both the Initial Term and any renewal term are subject to early termination as otherwise provided herein. Either party may choose not to renew this AGREEMENT without cause for any reason.

25. Term of Purchase Order.

Any Purchase Order created under this AGREEMENT shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Purchase Order; provided, however, that notwithstanding anything to the contrary herein or in any Purchase Order, all existing Purchase Orders shall also terminate upon the expiration or termination of this AGREEMENT.

26. Automatic Termination.

Unless CCI promptly after discovery of the relevant facts notifies Client to the contrary in writing, this AGREEMENT and all Service Subscription Forms and/or Purchase Orders terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against CCI, any assignment or attempted assignment by CCI for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for CCI.

27. Termination for Cause.

If either party fails to comply with any of the material terms and conditions of this AGREEMENT and/or Service Subscription Form and/or Purchase Order, including without limitation the payment of any fee or reimbursement due and payable to CCI under this AGREEMENT, the non-defaulting party may terminate this AGREEMENT and/or any or all Service Subscription Forms and/or Purchase Orders and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

28. Termination by CCI for End of Life.

CCI intends to continue to provide and support the Services for so long as Client renews in accordance with this AGREEMENT; provided, however, if, CCI determines in its sole discretion that it is no longer feasible to support the Services, CCI may terminate this AGREEMENT for end of life at any time by providing one hundred eighty (180) days written notice to Client.

29. Return of Materials.

Within ten (10) days of the expiration or termination of any license under any Service Subscribing Form or this AGREEMENT, Client shall return to CCI any materials provided by CCI.

30. Transition Services.

If Client is current in all payments due to CCI at the time of expiration or termination hereof, CCI shall provide to Client its Client Data in a standard database document format readily available to CCI at no additional charge. If Client requests the Client Data in a different format, Client shall pay to CCI a reasonable fee for technical services as determined by CCI.

31. Arbitration.

Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this AGREEMENT or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Miami, Florida. The arbitrator shall apply the laws of the State of Florida to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

32. Notices.

Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address: 13876 S.W. 56 Street, # 450, Miami FL 33175 or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

33. Assignment.

Client shall not assign this AGREEMENT or any right or interest under this AGREEMENT, nor delegate any work or obligation to be performed under this AGREEMENT, without CCI's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

CCI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this AGREEMENT, without Client's consent by CCI to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

34. Continuing Obligations.

The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to CCI hereunder.

35. Force Majeure.

Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires,

riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this AGREEMENT immediately without liability by ten (10) days written notice to the other.

36. U.S. Government End-Users.

CCI Technology and the CCI software incorporated therein, this Site, and the Services all consist of "commercial items", as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

37. Miscellaneous.

This AGREEMENT shall be construed under the laws of the State of Florida, without regard to its principles of conflicts of law.

This AGREEMENT constitutes the entire understanding of the parties with respect to the subject matter of this AGREEMENT and merges all prior communications, understandings, and agreements.

The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

If any provision of this AGREEMENT is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this AGREEMENT, and this AGREEMENT shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

38. Amendment.

CCI can amend this AGREEMENT by giving Client 30 days notice of the proposed amendments, which notice may be provided by e-mail. CCI may periodically amend this AGREEMENT, as contemplated above, for any purpose including, without limitation, changing fees or charges for use of the Services or restricting the amount of data you can store on the Services or to implement a charge for data storage or for data storage in excess of certain amounts.

EXHIBIT A

SERVICES TO BE PROVIDED

Services Description.

The services provided by CCI to Client are subject to the terms and conditions of this AGREEMENT, these services are:

- User interface of the SOFTWARE-PRODUCT, these will be used through a browser interface.
- Tools that allow importing and matching of foreclosure data, Client must be subscribed to one or more foreclosure service that allows exporting of their data so that the SOFTWARE-PRODUCT may process it.
- Tools for importing data from various sources, if another data source is required it may be created by CCI and may incur in additional costs to Client.
- Customer Support, so that authorized users may take full advantage of the functionality of the services.
- Data Storage for the information that is being generated for the use of Foreclosure Auction Plus.
- CCI shall make full daily backups (the "Full Backup") of Client Data archived with the CCI Technology. The Full Backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use.
- Data Management to manage the database needs, including database administration, and database upgrades.

Services Specifications.

Bandwidth. The access and use of these service,demands bandwidth, whose maximum limit is 750MB per calendar month. The excess of these 750MB could generate an additional charge.

User Interface. The user interfaces available as browser interfaces may be executed in any WebKit based browser.

Customer Support. CCI shall provide customer support by chat, between the hours of 9:00 am to 9:00 pm, Eastern Standard Time, Monday through Friday, excluding "Public Holidays", at no additional cost to the Client, but has no obligation to provide Client with hard-copy documentation, upgrades, enhancements, modifications, or other support unless specifically contracted for by Client. Additional or custom support options are available on request. The Client may purchase enhanced support services separately at the CCI's then current rates.

Data Storage. The Client Data is going to be stored in one of the CCI's servers.

EXHIBIT B

SERVICE LEVEL WARRANTY

1. Downtime.

- 1.1. For purposes of this AGREEMENT, a unit of Downtime is one period of at least thirty (30) minutes ("Unit") during which the Services or a material components of it is unavailable because of problems with or the unscheduled maintenance of CCI's hardware or SOFTWARE-PRODUCT ("Downtime"). Downtime does not include (i) problems caused by factors outside of CCI's reasonable control, (ii) problems resulting from any actions or inactions by you or any third party, (iii) problems resulting from your equipment and/or third party equipment not within CCI's sole control, or (iv) network unavailability during scheduled maintenance of CCI's network and/or servers. CCI will periodically monitor CCI network and server availability using software and hardware components capable of measuring application traffic and responses. Based on its monitoring, CCI will determine Downtime for the purposes of this Agreement.
- 1.2. CCI's servers connect to the Internet through redundant high-speed connections on diverse backbones, enabling data delivery to the end user in a quick and efficient manner. Subject to the limitations set out below, in any calendar month, CCI guarantees that Downtime will not exceed eight (8) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 3:20 AM and 3:50 AM Eastern Standard Time any day in a week, and 11:00 PM and 5:00 PM Eastern Standard Time on a Saturday or Sunday. CCI works to ensure the functioning of all network infrastructures through continuous monitoring by CCI's staff, however, CCI has no control over third party services including, without limitation, the Internet and CCI'S SERVICES ARE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CCI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 1.3. If Downtime exceeds eight (8) Units of Downtime in any calendar month, CCI will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each 4 Units of Downtime in excess of eight (8) Units in any calendar month.
- 1.4. To receive Downtime Credit, you must request such credit by sending an email to billing@CarvajalOnline.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed five (5). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in your final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of your service agreement.

2. Termination Option for Chronic Problems.

Either party may terminate this AGREEMENT and without liability or penalty by notifying the other party within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Unscheduled Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Unscheduled Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by the terminating party.

3. Suspension.

If CCI is materially hampered in fully performing hereunder for any reason outside of CCI's reasonable control including without limitation any Force Majeure Event (all of which events are herein called "Disability") Client may suspend use of the Services and its obligations to make subscription fee payments to CCI during the period of such Disability.