

THE LANDLORD SERVICE AGREEMENT.

THIS LANDLORD SERVICE AGREEMENT (this "Agreement") is made and entered into by and between RentSquare, LLC, a Colorado corporation ("RentSquare") and you ("Landlord") and is effective as of the date that you indicate your agreement to be bound by this Agreement (the "Effective Date"). BY CLICKING "I AGREE" BELOW AND COMPLETING THE ONLINE REGISTRATION FORM (the "Registration Form"), YOU AGREE TO BE BOUND BY THIS AGREEMENT.

W I T N E S S E T H: RentSquare is in the business of owning and operating an on-line electronic payment service web site known as www.RentSquare.co (the "Web Site"), that among other things, facilitate the payment of rents, security deposits and other rent-related expenses between real estate property owners/managers and the residents of such properties ("Resident" or "Residents"); and

WHEREAS, Landlord owns and/or manages the residential real estate properties set forth on the Registration Form (each referred to as a "Property" and collectively as the "Properties"); and

WHEREAS, Landlord desires to provide the Residents the option and opportunity to pay their Rent (as defined below) to Landlord through RentSquare as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 On-line Payments of Rents. During the term of this Agreement, Landlord agrees to allow Residents to make credit card, debit card, and eCheck payments (together, "Electronic Payments") of Rents: (i) through the Web Site or (ii) by mobile phone through RentSquare's mobile web site; and RentSquare agrees to facilitate the electronic payment of Rents between Landlord and the Residents through RentSquare's Web Site or Mobile Services. Credit card payments shall include all of the following: consumer credit, consumer debit, commercial credit, and commercial debit cards. For purposes of this Agreement, "Rent" or "Rents" shall be defined as regular, periodic rent, fixed utility payments, security deposits, application fees, credit screening fees, parking, and all other amounts, fixed or variable, agreed to by the Resident and Landlord. RentSquare shall make commercially reasonable effort to cause payments to be made to Landlord, in accordance with the terms of Section 1.5 of this Agreement, by direct deposit within two (2) business days to Landlord bank account(s). Landlord hereby authorizes RentSquare to access and use the Landlord bank account designated on the Registration Form for the purpose of depositing Electronic Payments to Landlord, and withdrawing applicable fees and chargebacks of Rent payments, as contemplated by this Agreement.

1.2 Resident Fees. Residents who desire to initiate payment of Rent to Landlord by Electronic Payment through RentSquare's Web Site or Mobile Service shall pay, if applicable, the applicable resident fees ("Resident Fees") based on the current pricing plan. RentSquare may, in its sole discretion, but only in accordance with applicable law, accept, deny or cancel the ability of any Resident to pay or continue to pay its Rent to Landlord by Electronic Payment through RentSquare's Web Site or Mobile Service for any reason whatsoever. RentSquare may charge Residents other fees or charges for facilitating the Electronic Payment of Rents between Landlord and Residents through RentSquare's Web Site or Mobile Service as RentSquare may determine in its sole discretion, subject to the terms of this Agreement. Landlord is responsible for disclosing all RentSquare fees to Resident. If a dispute arises based on non-disclosure of RentSquare fees to Resident, RentSquare is entitled to the full transaction amount including service and/or other fees or charges for facilitating the Electronic Payment of Rents between

Landlord and Residents through RentSquare's Web Site or Mobile Service as RentSquare may determine in its sole discretion. RentSquare will provide Landlord 10-day prior notice as to any changes to any fees. Such notice may be made by means of a posting on, or update to, the Web Site.

1.3 Resident Information. Landlord shall provide RentSquare such information as RentSquare may require in order to promptly and accurately perform the services contemplated by this Agreement (the "Services"), including, but not limited to, information contained on the Registration Form. Landlord shall promptly notify RentSquare of any and all inaccuracies in, or changes to, the information provided by Landlord on the Registration Form. RentSquare shall in no event be liable for any damages directly or indirectly resulting from Landlord's failure to provide RentSquare with current and correct information in connection with RentSquare's performance of the Services hereunder. RentSquare will not be responsible for unauthorized use of any Resident's credit card or credit card information by Landlord, Landlord's vendors, employees or contractors, or any other party, including but not limited to Resident's name, billing address, credit card number, and credit card expiration date, except to the extent due to RentSquare's fault or negligence.

1.4 Exclusivity. During the term of this Agreement, Landlord shall not accept credit card or other Electronic Payments of Rents from Residents of properties listed on the Registration Form other than through RentSquare without the prior written consent of RentSquare.

1.5 Payment of Rents Via RentSquare to Landlord. Landlord agrees that the date in which a Rent payment is posted to the Web Site by a Resident over the Internet shall be deemed the date the Rent payment is made for purposes of late fees, if any, Landlord may charge to such Resident. The date the Rent payment is "posted" is the date the Resident manually transmits the Rent payment to the Web Site over the Internet, or the date designated by Resident for automatic Rent payment, whichever is applicable. RentSquare shall make commercially reasonable effort to remit to Landlord all Rents paid through RentSquare no later than two (2) business days following the date a Rent payment is posted. RentSquare may offset any payment obligation that RentSquare may have to Landlord under this Agreement against (i) Fees owed by Landlord hereunder, (ii) amounts overpaid to Landlord due to a later reversal, refund, chargeback or other adjustment to prior Electronic Payment transactions, and (iii) any other amounts owed by Landlord to RentSquare under this Agreement or any other agreement.

1.6 Resident/Landlord Disputes - Chargebacks. RentSquare follows the payment instructions authorized by Landlord in this Agreement and authorized by Residents when initiating Electronic Payments. Landlord shall indemnify, defend and hold harmless RentSquare, its affiliates, and its and their officers, directors, agents, employees, and other representatives (the "RentSquare Indemnified Parties") from disputes between Landlord and its Residents. In the event of any chargebacks of Rent payments, RentSquare will immediately debit the chargeback amount electronically from Landlord's bank account and use commercially reasonable efforts to have such chargebacks investigated following the initial deduction from Landlord bank account(s). Landlord agrees to cooperate with RentSquare and to provide any information that may be reasonably requested by RentSquare in its investigation. Landlord will ultimately be liable for all chargeback liability derived from Rent processed by RentSquare, including the Chargeback Recovery Fee referenced in Section 1.11 herein.

1.7 Marketing Communications. Landlord agrees not to use RentSquare's name, trademark or service mark or the existence of the contractual relationship between the parties in any press release, marketing, promotional, advertising or any other materials without RentSquare's prior written consent on a case-by-case basis.

1.8 Proprietary Rights. RentSquare and its licensors own and will retain all proprietary rights in and to the Services and Web Site (and any derivatives or enhancements thereof) and all development tools,

routines, subroutines, applications, software, documentation, content, and other materials that RentSquare may use or provide in connection with implementation and operation of the Services and Web Site. Landlord does not acquire any right, title, or interest in the Services or Web Site, except for the limited use rights expressly set forth in the Agreement. Landlord agrees not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Web Site or Services.

1.9 Right to Use Information. Landlord acknowledges that RentSquare will compile certain information related to the Residents and to the usage of the Services and the Web Site and activities thereon. Such information may include, but is not limited to, the volume of Rent payment transactions and the value of Rent payment transactions. Landlord agrees that RentSquare is authorized to reproduce, license, sell, otherwise use, and generally make such information available, as RentSquare may deem appropriate; provided that RentSquare will not distribute such information to any third party unless such information is aggregated and is not individually identifiable to Landlord or any particular Resident, except as otherwise permitted herein. Neither Landlord nor any Resident shall be entitled to notice of such use, nor any fees derived there from.

1.10 Modification of Services. RentSquare may, and reserves the right to, modify the features and functionality of the Services or Web Site, at any time and from time to time without notice; provided, however, that RentSquare will not modify the Web Site in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Landlord of any such modification. Such notice may be made by means of a posting on, or update to, the Web Site.

1.11 Payment for Services. In consideration for the Services provided by RentSquare hereunder, Landlord agrees to pay the applicable Landlord Fees ("Landlord Fees") based on the current pricing plan and any subsequent modifications to the pricing plan mutually agreed upon by Landlord and RentSquare. In addition, Landlord Fees will include: a) a "Chargeback Recovery Fee" of \$25.00 for each disputed credit / debit card transaction that is charged back by a Resident and b) an "eCheck Reversal Fee" of \$25.00 for each returned eCheck transaction for non-sufficient funds. Landlord Fees resulting from monthly fees will be billed monthly in advance and debited electronically from Landlord's bank account with 5 business days of each billing period cycle. Landlord Fees resulting from eCheck, credit card or debit card Rent payment transactions where the Landlord has chosen to incur the processing fees will be withheld directly from the Rent payment amount, and the net amount will be remitted to the Landlord's bank account in accordance with Section 1.5. RentSquare reserves the right to modify the Fees, in its sole discretion, but shall not do so without providing at least ten (10) days prior notice to Landlord of any such modifications. Such notice may be made by means of a posting on, or update to, the Web Site.

1.12 Taxes. Landlord will pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental entities of whatever kind and imposed with respect to the transactions under this Agreement, including penalties and interest, but specifically excluding taxes based upon RentSquare's net income. For purposes of clarification, RentSquare is not responsible for, and is not the entity collecting sales or income or other taxes with respect to Electronic Payment transactions. Landlord will promptly provide RentSquare with documentation as may be required by the applicable governmental entity in order for RentSquare to process payments hereunder (including, without limitation, a valid certificate of Landlord's exemption from obligation to pay taxes as authorized by the appropriate governmental entity), and RentSquare may withhold any payments required to be made hereunder until Landlord has provided the documentation. Landlord will promptly provide RentSquare with original or certified copies

of all tax payments or other sufficient evidence of tax payments at the time the payments are made by Landlord pursuant to the Agreement.

1.13 Limitations on Use of Services/Web Site. Landlord may not use the Web Site or Services to process Electronic Payments in connection with an illegal transaction. Landlord shall comply with all applicable RentSquare policies, and any other limits concerning use of the Web Site and Services, as updated by RentSquare from time to time, including without limitation: (i) RentSquare requirements for data security; and (ii) any operating rules and/or policies of the card associations or networks that are used to process the Electronic Payments (as such may be updated from time to time). Notwithstanding anything to the contrary provided herein, RentSquare has the right (a) to change, suspend or discontinue the Services or Web Site, in whole or in part, as necessary to perform maintenance or updates to the Web Site or Services and (b) to impose limits on certain features or restrict access to parts or all of the Services or Web Site without notice and without liability when RentSquare, in its sole discretion, determines necessary to protect the integrity of the Web Site and Services, to avoid harm to other users, or for any other reason. RentSquare may decline to process any Rent payment in connection with, among other reasons, fraud prevention activities, applicable law, or RentSquare policies.

1.14 Landlord Warranties. Landlord represents and warrants that (i) Landlord's execution of this Agreement and use of the Services does not violate any other agreement to which Landlord or its affiliates are subject; (ii) Landlord will comply with all applicable laws, regulations and ordinances in connection with Landlord's use of the Services, Web Site, or Mobile Service; and (iii) Landlord has all rights, authority, agreements and consents (including but not limited to from Residents) necessary to enter into and perform this Agreement and grant the rights and licenses provided for herein.

2. DISCLAIMERS.

2.1 No Warranties. LANDLORD ACKNOWLEDGES THAT ITS USE OF THE SERVICES, WEB SITE, , and MOBILE SERVICE IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, THE SERVICES, WEB SITE, and MOBILE SERVICE (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICE) IS PROVIDED "AS IS" AND RENTSQUARE, ITS AFFILIATES, AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE WEB SITE OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

2.2 World Wide Web, Internet and Telephone Usage. RentSquare and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or that the web sites or services established thereon including the Web Site, or Mobile Service will be uninterrupted or error free.

2.3 Rent Transactions. Landlord acknowledges and agrees that: (i) Landlord's rentals of properties are transactions between Landlord and the relevant Resident and not with RentSquare or any of RentSquare's affiliates; (ii) RentSquare is a third-party service provider facilitating Electronic Payments for Landlord and is not a party to any transaction; (iii) RentSquare will not be responsible for and does not control if a Resident will make any Rent payments; (iv) RentSquare is not a bank or other chartered depository institution; and (v) funds held by RentSquare or its service providers (including any bank service providers) in connection with the processing of Electronic Payments are not deposit obligations and are not insured for the benefit of Landlord by the Federal Deposit Insurance Corporation or any other governmental agency.

3. LIMITATION OF LIABILITY/INDEMNITIES.

3.1 RENTSQUARE SHALL IN NO WAY BE LIABLE TO LANDLORD OR ANY RESIDENT DUE TO ANY DISRUPTION OF THE SERVICES OR WEB SITE, OR NON-AVAILABILITY OF THE SERVICES OR WEB SITE DURING WHICH RESIDENTS ARE UNABLE TO ACCESS OR USE THE SERVICES OR WEB SITE OR ANY FAILURES THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ELECTRONIC PAYMENT TRANSACTIONS OR THE SERVICES.

3.2 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RENTSQUARE'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES THAT RENTSQUARE HAS RECEIVED AND RETAINED UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated in this paragraph and that these limitations are an essential basis of the bargain between the parties.

3.3 Force Majeure. RentSquare will not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services or Web Site caused by or resulting from any act, omission or condition beyond RentSquare's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters or the failure of Landlord's, Resident's or any third party's hardware, software or communications equipment or facilities.

3.4 Indemnification. (a) Landlord will indemnify, defend and hold RentSquare, its affiliates, and its and their officers, directors, agents, employees, and other representatives (the "RentSquare Indemnified Parties") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees) brought against any of the RentSquare Indemnified Parties, arising out of or related to (i) Landlord's use of the Services, Web Site, or Mobile Service; and/or (ii) any breach of or non-compliance with this Agreement by Landlord. RentSquare may join in defense with counsel of its choice at its own expense. The indemnity obligations set forth in this section will not apply to the extent any claim, loss, liability, demand or expense is the result of the gross negligence or willful misconduct of any RentSquare indemnified party. The indemnity obligations set forth in this section 3.4(a) are contingent upon (1) RentSquare providing prompt written notice to Landlord of any such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s) (except that Landlord's obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by RentSquare's failure to provide such notice); and (2) Landlord having sole control of the defense or settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s), at its discretion; provided that any settlement requiring other than the payment of monetary amounts shall be subject to RentSquare's consent, not to be unreasonably withheld. At Landlord's request and expense, RentSquare shall cooperate in the investigation, defense and settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s).

(b) RentSquare shall defend, indemnify, and hold the Landlord, its affiliates, and its and their officers, directors, agents, employees, and other representatives (the "Landlord Indemnified Parties") harmless from and against all claims, losses, liability, actions, demands or expenses arising under any merchant agreement between Landlord and the merchant bank supplying the merchant account used by RentSquare to provide the applicable services under this Agreement, to the extent resulting from any breach of data security or privacy of cardholder information that occurs on RentSquare's Web Site. This

indemnity will not apply to any chargeback liability covered by Section 1.6 of this Agreement. The indemnity obligations set forth in this section 3.4(b) will not apply to the extent that any such claim, loss, liability, action, demand or expense is the result of the negligence or willful misconduct of any Resident or Landlord Indemnified Party, or to the extent liability is disclaimed or limited by either party under this Agreement. Landlord may join in defense of any claim hereunder with counsel of its choice at its own expense. The indemnity obligations set forth in this section are contingent upon (1) Landlord providing prompt written notice to RentSquare of any such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s) (except that RentSquare's obligation to indemnify hereunder shall only be relieved to the extent it is prejudiced by Landlord's failure to provide such notice); and (2) RentSquare having sole control of the defense or settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s), at its discretion; provided that any settlement requiring other than the payment of monetary amounts shall be subject to Landlord's consent, not to be unreasonably withheld. At RentSquare's request and expense, the Landlord shall cooperate in the investigation, defense and settlement of such claim(s), loss(es), liability(ies), action(s), demand(s) or expense(s).

4. CONFIDENTIAL INFORMATION.

4.1 Nondisclosure. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through no fault of the receiving party, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, is independently developed by the receiving party without use of the disclosing party's confidential information, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party. Notwithstanding this Section 4, the parties agree and acknowledge that RentSquare shall have rights with respect to information regarding the Residents and use of the Service, Web Site, and Mobile Service, as set forth in Section 1.9 hereof.

5. TERM AND TERMINATION.

5.1 Term. This Agreement will commence upon the Effective Date and shall continue for one (1) year, at which point in time the Agreement will automatically renew for successive one (1) year periods.

5.2 Termination. Either party may terminate this Agreement at any time upon at least sixty (60) day's prior written notice. In addition, RentSquare may terminate this Agreement at any time upon notice in the event that it determines in its sole discretion that Landlord has violated the terms of this Agreement, or that continuation of this Agreement: will cause RentSquare to violate any laws, rules or regulations; creates a risk of financial harm to RentSquare, or is having or is likely to have an adverse effect on the Services, RentSquare's reputation, or other RentSquare clients.

5.3 Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, Landlord Fees or other compensation due and owing to the other party prior to such termination. In addition, Landlord will remain liable for chargebacks and any other obligations incurred by Landlord after the expiration or termination of this Agreement. Following the expiration or termination of this Agreement, RentSquare may disable Landlord's access to the Services, Web Site or Mobile Service.

5.4 Survival. Sections 1.7, 1.8, 1.9, 1.14, 2, 3, 4 and 6, shall survive termination or expiration of this Agreement, except where otherwise provided.

6. MISCELLANEOUS.

6.1 Governing Law and Forum Selection. Landlord irrevocably agrees that all actions or proceedings arising out of, from or related to this Agreement shall be litigated in local, state or federal court having jurisdiction located in Los Angeles, California. This Agreement shall be governed and controlled by the laws of the State of California as to interpretation, enforcement, validity, construction, effect and in all other respects, without regard to California's choice of law rules. Landlord and RentSquare hereby consent and submit to the exclusive jurisdiction of any local, state or federal court located within Los Angeles, California and waives any right to transfer or change the venue of any such litigation.

6.2 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by Landlord without RentSquare's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

6.3 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

6.4 Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

6.5 Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, or otherwise altered by Landlord except by a statement in writing signed by RentSquare. RentSquare will have the right, at its sole and absolute discretion, to change, modify, or amend any portion of this Agreement at any time by posting notification on the Web Site or otherwise communicating the notification to Landlord. The changes will become effective thirty (30) days after such posting or delivery of such other communication, as applicable; provided, however, that if Landlord does not agree to such change it shall have the right to terminate this Agreement upon written notice to RentSquare delivered prior to the end of such thirty (30) day period.

6.6 Waiver. The waiver by either party of any right under this Agreement or the failure to perform or of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other right thereunder or of any other breach or failure whether of a similar nature or otherwise.

6.7 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed effectively delivered upon personal delivery, one (1) business day after deposit for overnight delivery, fees prepaid, with a nationally recognized overnight courier service, upon receipt by facsimile as confirmed by transmission receipt, or five (5) days after deposit in the mail, postage prepaid, by certified or registered mail, addressed to such party at their addressees set forth (i) for RentSquare, on the Web Site and (ii) for Landlord, on the Registration Form. Any party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section.

6.8 Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.