

ORDER SUBMISSION AGREEMENT

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING OR USING ANY PART OF THE CONDOTEK SERVICES, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

CondoTek, provides this Ordering Portal ("Portal") and the proprietary services associated with it ("CondoTek Services") exclusively and unconditionally on the basis of the terms and conditions below ("Agreement").

BY USING THIS PORTAL FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, SUBMITTING AN ORDER FOR PROCESSING (an "Order") AND/OR UPLOADING MATERIALS OR DATA RELATED TO AN ORDER, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH, WITHOUT LIMITATION OR MODIFICATION, SHALL INCLUDE THE TERMS OF USE ("Terms of Use") AND THE PRIVACY POLICY OF CONDOTEK ("Privacy Policy"),

- 1. Parties.** You acknowledge and agree that to the extent you are accessing this Portal on behalf of an entity or entities for which you work, whether as an employee, independent contractor, representative, or consultant, that you are doing so as an agent of that entity or entities and that you are fully authorized to agree to the terms and conditions set forth herein, and your agreement to the same is binding upon the entity or entities on whose behalf you are accessing this Portal. The parties to this Agreement are the entity or entities on whose behalf you are accessing this Portal or, if you are not accessing this Portal on behalf of an entity or entities, the person(s), agent(s) or representative(s) (hereinafter "you," "your," "yours") accessing the Portal and/or submitting an Order and/or submitting and/or uploading other information and documentation to us by means of this Portal (collectively, the "Order Information") and CondoTek, its agents, corporations, partnerships, affiliates and subsidiaries, on their own behalf and on behalf of the management companies or other related entities for which CondoTek processes information related to this Portal (collectively, "CondoTek," "we," "us," "our," "ours"). You and we are individually referred to herein as a "Party" and collectively as the "Parties".
- 2. Intended Beneficiaries.** You agree and understand that CondoTek and its officers, owners, employees, agents, managers, subsidiaries, affiliates, successors, assigns, suppliers, and licensors, and those on whose behalf CondoTek processes information related to this Portal, are intended beneficiaries of this Agreement. Other than as set out in this Agreement, this Agreement is not intended to grant rights to anyone except you and us. In no event shall this Agreement create any statutory or third-party beneficiary rights for any other individual or entity. Furthermore, this Agreement may not be terminated, rescinded, modified or waived, in whole or in part, by you absent a writing expressly stating the provision(s) of this Agreement that are terminated, rescinded, modified or waived, and that is signed by us.
- 3. CondoTek Services.** We make available through the Portal the CondoTek Services that include: (i) providing access to certain software tools for ordering CondoTek Products ("Solutions"). (ii) Processing and Fulfillment of the Solutions. The availability, scope and nature of the CondoTek Services, individually and in the aggregate, may be modified or terminated by us in our sole discretion at any time without notice.

4. **Order Submission; Portal Access; Deceptive Acts.** You represent and warrant that you own or have full legal right to use any and all information or other content that you provide in the Order Information and all information and data you provide Us through processing and fulfillment of the Solutions and that such information or content is accurate and complete and that use of the Order Information or content you supply does not violate any law and will not cause injury to any person or entity, or violate any local, state or federal rule, regulation or statute. You hereby grant to us a perpetual, fully-paid license to use any and all material and data provided by you for purposes of your Order Information and the provision of the CondoTek Services.
- a. You represent, warrant and agree that your Order Information, your access to the Portal and your use of CondoTek Services; (i) comply with this Agreement; (ii) are not done for resale or any commercial use whatsoever and (iii) do not, in any manner, function as, contribute to or otherwise represent, directly or indirectly, an enterprise, action or effort that is competitive with us or that would materially or adversely affect us. You represent, warrant and agree that you will not access, copy, alter, distribute, share, publish, use or store, or prepare derivative works from any content that belongs to us, another user or to any intended beneficiary as identified in Section 2 hereof, including but not limited to works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express written permission from us and the person, entity or party holding the rights to license such use.
 - b. You represent, warrant and agree that you will not upload or include in your Order Information or otherwise introduce any information, data or other material that infringes the rights of a third-party, is harmful, threatening, abusive, harassing, false, inflammatory, scandalous, defamatory, libelous, or constitutes or implies vulgar, obscene, profane, pornographic or racially, ethnically, or otherwise objectionable statements or materials.
 - c. You represent, warrant and agree that in accessing the Portal and using the CondoTek Services, you: (i) will not take any action designed or intended or the result of which constitutes a breach, bypass or circumvention of or an attempt to breach, bypass or circumvent the security measures in place governing access to and use of the Portal and/or prevent or restrict access to the Portal; (ii) will not take any action designed or intended or the result of which constitutes a purposeful disruption or attempt purposefully to disrupt the CondoTek Services and/or the use, integrity or security of the Portal; and (iii) will not take or pursue any deceptive act concerning access to or use of the Portal, including but not limited to submitting false user credentials to obtain access, use of someone else's access credentials or disguising your identity or your intended use of the CondoTek Services and the Portal.
 - d. You represent, warrant and agree that you will not use, display, mirror or frame the Portal, or any feature, functionality, tool or content of the Portal, CondoTek's name or any CondoTek trademark, logo or other proprietary information, without our express written consent; you will not interfere with, disrupt, damage or compromise the Portal or our systems or the access of any user, host or network in any way,

including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Portal or otherwise imposing an unreasonable or disproportionately large load on the Portal; you will not access, tamper with or use non-public areas of any of the Portal, our computer systems, or the technical delivery systems of our providers; you will not probe, scan, or test the vulnerability of our system or network or of our providers, or breach or circumvent any security or authentication measures of such system or network; you will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party to protect the Portal; you will not forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Portal or contents derived from the Portal send altered, deceptive or false source-identifying information; you will not attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Portal; you will not otherwise abuse the Portal or breach the Terms and Conditions or any other agreement entered into with us in connection with your use of the Portal and/or ConsoTek Services; you will not attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

- e. You may not register in the name of an individual or person other than yourself or the entity on whose behalf you are acting. Your Registration, submission of an Order and submission of any Order Information constitutes your representation that the individual using the access credentials has not obtained such credentials nor is using such credentials under false pretenses, is properly authorized by you to access the Portal on your behalf for the proper purposes outlined above and is not using such credentials nor accessing the Portal for any purpose contrary to this Section 4.
- f. You will provide information to CondoTek during the Registration process and during the course of the use of the CondoTek Services and the Portal ("User Information"). You represent, warrant and agree that: (i) all User Information is accurate and complete at the time of registration, and (ii) you will update User Information such that the User Information will at all times be current, accurate, and complete. You grant to CondoTek a non-exclusive, royalty-free license to use the User Information.
- g. You represent that the sole reason for such access is in connection with a bona-fide, legal, ordinary course of business transaction. You agree that you will not, in any fashion, reproduce, copy, modify, alter, add to, aggregate, compile, integrate, sell, distribute, or otherwise exploit or reuse for any commercial any CondoTek Services, Solutions or other materials or data produced through the CondoTek Services, or any component or content thereof, including any dates or certification. Any such reproduction, copy, modification, alteration, addition, sale, distribution, exploitation or reuse is absolutely prohibited and shall automatically, without any notice or action on our part, cause the CondoTek Services or such other materials to be deemed to be ineffective and void for all purposes.

5. **User Content.** All content, works, information, User Information or materials of any kind that are provided through use of the CondoTek Services (collectively, “User Content”) will be solely your responsibility. You will be solely responsible for verifying the quality, accuracy, reliability, legality, and completeness of all User Content. CondoTek assumes no responsibility for screening, reviewing or approving User Content, and you grant to CondoTek a non-exclusive, perpetual, worldwide, royalty-free right and license to use, copy, distribute, and publicly display User Content for the purposes hereof.
6. **Disclaimer of Fiduciary Relationship.** You understand and acknowledge that we (i) are providing the CondoTek Services and Solutions and processing the Order Information as independent private entities separate and apart from any corporate, agency or fiduciary relationship, agency regarding the pricing requirements, restrictions, or mandates, if any, of any condominium act, statute, rule, regulation, and/or ordinance in effect in the county, parish, city, or state of your residence that governs, regulates, and/or oversees condominium associations or the pricing we may charge you for providing the CondoTek Services or processing the Order Information and (ii) shall not be deemed to have nor be subject to any fiduciary duties by reason of or related to any of the CondoTek Services.
7. **Accuracy of Information.** You certify that all Order Information (i) is complete and accurate, (ii) does not infringe the rights of a third-party, (iii) is not false, libelous or defamatory and (iv) does not contain any objectionable content. You agree, as a condition of processing your Order Information, that we neither bear nor assume any responsibility whatsoever for the content nor the verification or completeness of the Order Information, and you agree to indemnify us and hold us harmless from any error or omission arising out of the accuracy and/or completeness of your Order Information.
8. **Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, AND/OR LICENSORS WILL IN NO EVENT BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (ii) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), ARISING OUT OF THE USE OR INABILITY TO USE THE PORTAL OR CONDOTEK SERVICES OR PROCESS THE ORDER INFORMATION, OR THE COST TO YOU OF DIRECTLY OR INDIRECTLY USING THE PORTAL AND/OR CONDOTEK SERVICES AND/OR PROVIDING THE ORDER INFORMATION, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER WE HAVE BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ALL CLAIMS RELATING TO THE PORTAL, ORDER INFORMATION, CONDOTEK SERVICES, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT MUST BE TIED WITH PARTICULARITY TO A SPECIFIC ORDER, AND IN NO EVENT SHALL CONDOTEK BE LIABLE TO YOU FOR ANY AMOUNT GREATER THAN THE FEES AND COSTS PAID BY YOU TO US FOR THE SPECIFIC ORDER AT ISSUE. FURTHER, THE AGGREGATE LIABILITY OF CONDOTEK FOR ANY AND ALL CLAIMS BY YOU RELATING TO THE PORTAL, ORDER INFORMATION, CONDOTEK SERVICES, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT IS LIMITED TO NO MORE THAN THE AMOUNTS PAID BY YOU TO US DURING THE

PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

WHILE WE ACCEPT NO RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS, THIRD-PARTY LINKS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CONDOTTEK OR ITS PROCESSING PARTNERS, FOR ANY AND ALL PROBLEMS, COSTS OR DISSATISFACTION WITH THE PORTAL AND/OR CONDOTTEK SERVICES, IS TO UNINSTALL AND DELETE ANY INFORMATION PROVIDED BY US AND TO STOP USING THE PORTAL AND/OR SUCH INFORMATION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND (\$1,000.00) U.S. DOLLARS.

We shall not be required to correct any act, error, or omission, or to give any notice to you or any other party of any act, error, or omission or any corrections thereof. We further assume no liability for production errors or delays caused by shipping strikes, work stoppages, fire, acts of God, natural disasters, epidemics, weather emergencies, and misconduct by third parties, your actions or other events beyond our control. We agree to use our commercially reasonable efforts to ensure that all Order Information submitted to us under this Agreement is processed on time and without error, but you acknowledge and agree that errors, omissions, delays or other mishaps may sometimes occur. We have set prices and accept business exclusively upon the condition that we have no liability in such a case, except as expressly provided herein.

In addition to the limitations above, you expressly agree that we will in no event be liable for any loss or damage resulting from: (i) any failure of or damage to electronic or mechanical equipment or communication lines, including but not limited to computer systems and all computer system components; (ii) telephone or other interconnect problems; (iii) utility failures or outages; (iv) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (v) the failure or unavailability of Internet access; (vi) problems with Internet service providers or other equipment or services relating to your computer or network; (vii) problems with intermediate computer or communications networks or facilities; (viii) problems with data transmission facilities or your telephone, cable, or wireless service; (ix) unauthorized access to, or theft, misappropriation, or any other use of, any text, data, or other information contained in or related to any Order Information submitted through or processed in connection with this Portal; or (x) operator errors, severe weather, earthquakes, or other natural disasters or labor disputes. We also are not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of the Portal or the CondoTek Services.

9. **Proprietary Information.** In the course of the performance of the CondoTek Services and operation of the Portal, we will use and/or provide training materials, reference tools, production guides, algorithms, supplies, text, data, artwork, intellectual property, analyses, products, materials, methodologies, processes, functionality and other tools, systems and information that are proprietary to us or to third parties from whom we have licensed such property (collectively “Proprietary Items”) that are highly specialized and proprietary to us and that constitute trade secrets belonging to us. We shall have and retain all interest, title and rights (including copyrights, patent rights, trademark rights, trade secret rights, moral rights and all other proprietary rights) in and to the Proprietary Items. Your use of the CondoTek Services or your receipt of Solutions or data or other information from us does not convey to you any rights, title or interest in or to the Proprietary Items and, under no circumstances will you be granted any rights, title or interest in or to the Proprietary Items. You hereby acknowledge and agree that you will not engage in any unauthorized use of the Proprietary Items, reverse engineer, decompile, modify or alter any Proprietary Items or attempt to do any of the foregoing, and that you hereby waive any and all rights, including copyright and moral rights, that you may claim in and to the Proprietary Items and their usage.
10. **Time for Filing any Claim Against Us.**
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CLAIM AGAINST US MUST RELATE TO A SPECIFIC ORDER SUBMITTED TO US AND MUST BE COMMENCED BY FILING AN INDIVIDUAL ACTION WITHIN ONE YEAR OF THE DATE OF THE SUBMISSION OF THE ORDER TO WHICH THE CLAIM RELATES, AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM THAT IS NOT ASSERTED WITHIN SUCH ONE YEAR TIME PERIOD. NOTWITHSTANDING THE FORGOING, WE WILL BE PERMITTED TO BRING ANY CLAIM FOR BREACH OF THIS AGREEMENT WITHIN THE APPLICABLE STATUTE OF LIMITATIONS.
11. **Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify and hold us harmless from and against any and all damages, losses, and expenses of any kind (including reasonable attorney fees and dispute costs) arising out of: (i) your breach of this Agreement; (ii) the accuracy, cost, and completeness of the Order Information; (iii) any activity in which you engage on or through the Portal; and (iv) your violation of any law or the rights of a third party. This indemnification obligation includes an obligation to pay our attorney fees and costs incurred in any action between you and us and in any action brought by a third party against us based on your actions or omissions.
12. **Warranty and Disclaimer.**
WE ENDEAVOR TO PROVIDE THE BEST INFORMATION POSSIBLE, BUT YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PORTSL AND CONDOTEK SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, AS IT CONCERNS ITS ACCURACY OR COMPLETENESS. YOU USE THE PORTAL AND/OR CONDOTEK SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PORTAL OR CONDOTEK SERVICES WILL

BE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, WE MAKE NO REPRESENTATION NOR DO WE WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR INFORMATION OFFERED BY A THIRD PARTY ON OR THROUGH THE PORTAL OR CONDOTTEK SERVICES OR ANY HYPERLINKED PORTAL. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF APPLICATIONS OR PRODUCTS OR INFORMATION THAT IS MADE AVAILABLE ON OR THROUGH THE PORTAL OR CONDOTTEK SERVICES. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY BY US OR FIDUCIARY RELATIONSHIP BETWEEN US. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

13. **Third Party Access to Your Order Information.** You hereby authorize us to share the Order Information with any other parties that we may reasonably believe to be necessary to fulfill the purposes of your Order.
14. **Payment.** You acknowledge that the charge for the CondoTek Services is an authorized charge and its validity is not disputable. Any refund requests will be evaluated in accordance with the agreements between you and us and applicable federal and state law.
15. **Assignment.** We may assign this Agreement, and we may delegate any of our obligations under this Agreement. You may not assign this Agreement, nor transfer or sub-license your rights under this Agreement, to any third party.
16. **Governing Law; Jurisdiction.** This Agreement (and any non-contractual disputes/claims arising out of or in connection with them) are subject to the laws of the state of Pennsylvania, United States of America, without regard to conflicts of law principles.
17. **Notices.** Any and all notices hereunder ("Notice") shall be effective only if in writing and delivered by certified mail or a nationally recognized overnight delivery service (in each case, signature required), or in the event that we do not have a physical address on file for you, we may send written notice to you by electronic mail. Notices will be treated for all purposes as being effective only upon receipt.
18. **No Class Or Representative Proceedings; Class Action Waiver.**

THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Unless both you and we agree, no judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. You agree and covenant that you will not bring or seek to bring an action in court in a class or representative capacity and expressly waive any right you otherwise may have to do so. The judge may award injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim.
19. **Notice and Process.** If you intend to file a suit against CondoTek, you must first send a Notice which must (i) describe the nature and basis of the claim or dispute; (ii) the Order to which it relates; and (iii) set forth the specific relief sought. We agree to use commercially reasonable efforts to resolve the claim directly, but if we do not reach an agreement to do so within ninety days after the Notice is effective, you may commence a proceeding.