



**Left Main**  
Real Estate Investment Lifeline

Left Main Real Estate Investment Lifeline, LLC

## SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE THAT REFERENCES THIS AGREEMENT, YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY OR ITS AFFILIATE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Purchased Services if You are Our direct competitor. In addition, You may not access the Purchased Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

### 1. DEFINITIONS

“**Admin User**” means a subscription to the Purchased Services that may be used by You only to configure and administer the Purchased Services in support of Your use of the Combined Solution. An Admin User may not be used to access, distribute, or use Purchased Services to access standard objects through standard tabs and related lists in custom tabs through the SFDC web services API or through reports and dashboards. Standard objects include campaigns, leads, opportunities, cases, solutions, and forecasts.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Combined Solution**” means the combination of the terms of this Agreement and the terms of Our Partner Application Distribution Agreement with SFDC, which combine to provide the terms of Your access to the Purchased Services.

**“Embedded Edition Restriction”** means the restrictions SFDC expressly places on Your ability to use the functionality of the Purchased Services, in addition to the restrictions and terms set forth in the SFDC Terms of Use.

**“Malicious Code”** means viruses, ransomware, spyware, adware, worms, logic bombs, Trojan horses, and other harmful and malicious code, files, scripts, agents, or programs.

**“Purchased Services”** means the products and services that are purchased by You under this Subscription Agreement and made available by Us online via the customer login link at [www.leftmainrei.co/payment](http://www.leftmainrei.co/payment). Purchased Services include all managed packaged components, including but not limited to standard objects, *custom* objects, page layouts, fields, process builders, flows, automation, reports and dashboards.

**“Service Month”** means the period commencing on the day of the month on which You accepted this Agreement and first made payment for the Purchased Services and ending on the same day of the following month.

**“Service Year”** means the period commencing on the day of the month and year on which You accepted this Agreement and first made payment for the Purchased Services and ending on the day before the one-year anniversary date of Your acceptance of this Agreement.

**“SFDC”** means salesforce.com, inc. a Delaware corporation having its principal place of business at Salesforce Tower, 415 Mission Street, 3<sup>rd</sup> Floor, San Francisco, California, 94105. We purchase access to the Purchased Services under the terms of a Partner Application Distribution Agreement between SFDC and Us. In accordance with the terms of the Partner Application Distribution Agreement, SFDC is a third-party beneficiary of this Agreement.

**“SFDC Terms of Use”** means the terms of use set forth and available at: [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf) (or such successor URL as may be published by SFDC from time to time).

**“Users”** means employees, agents and consultants who are authorized by You to use the Purchased Services, and to whom You have issued user identifications and passwords and for whom You have paid the required fee.

**“We,” “Us,” or “Our”** means Left Main Real Estate Investment Lifeline, LLC.

**“You” or “Your”** means you individually or the company or other legal entity for which you are accepting this Agreement.

**“Your Data”** means all electronic data or information submitted by You to the Purchased Services which are accessible to You while on Our system.

## **2. PURCHASED SERVICES**

- 2.1 Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement on an annual basis. You are agreeing to purchase a full-year's access to the Purchased Services (the "Service Year") with payment to be made in twelve (12) equal payments charged on a monthly basis. Each billing period shall run from the day of the month on which You have entered into this Agreement and shall continue each Service Month thereafter until payment for the Service Year is made in full. You agree that Your use of and payment for the Purchased Services are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.2 Automatic Renewal.** This Agreement shall automatically renew at the conclusion of each Service Year, unless either party provides the other with a written termination notice at least thirty (30) days in advance of the end of a Service Year. If You wish to terminate this Agreement, in addition to the required written notice to Us, You must also execute and deliver to Us the Statement of Termination form attached hereto in Exhibit B. Notwithstanding any other provision in this Agreement, if You fail to provide said written termination notice as provided, We shall continue to bill the regular monthly service fees for the Purchased Services until the end of the Service Year.
- 2.3 User Subscriptions.** The Purchased Services are for Your benefit and may only be accessed by Users. You are expressly prohibited from allowing third parties to access the Purchased Services through Your account. You have a duty to make all reasonable efforts to protect Your account from any unauthorized access.
- 2.4 SFDC Terms of Use.** By accepting this Agreement, You agree that You and all of Your authorized Users are bound by the terms set forth in the SFDC Terms of Use. This Agreement expressly incorporates the SFDC Terms of Use set forth and available at: [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/alliance-agreements-and-terms/Reseller-Pass-Through-Terms.pdf) (or such successor URL as may be published by SFDC from time to time).
- 2.5 Trial Subscriptions.** If You sign up for a Trial Subscription, Your registration information will be disclosed to SFDC and will be used by SFDC pursuant to its privacy policy available at <http://salesforce.com>. Trial Subscriptions may not exceed 30 days. You will be permitted to access and download all of Your Data during the term of Your Trial Subscription.

### **3. USE OF THE PURCHASED SERVICES**

- 3.1 Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Central Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of

government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

- 3.2 Customer Support.** We will provide the following customer support services to You: (i) We will provide telephone, web-based and/or email support to You during normal business hours; (ii) We will respond to all of Your support queries within 1 business day; and (iii) We will clearly and conspicuously, within the online help information provided to You, direct Users to contact only Us for technical support.
- 3.3 Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Purchased Services only in accordance with this Agreement and applicable laws and government regulations. **You shall not (a) make the Purchased Services available to anyone other than Users, (b) sell, resell, rent, or lease the Purchased Services, (c) use the Purchased Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Purchased Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Purchased Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Purchased Services or their related systems or networks.**
- 3.4 Your Employees.** You hereby warrant and represent that You have fifteen (15) or fewer employees. You further warrant and represent that You will notify Us if You intend to hire more than fifteen (15) employees. You understand and agree that having more than fifteen (15) employees constitutes a breach of this Agreement, and We may immediately terminate this Agreement and suspend Your access to the Purchased Services.
- 3.5 Combined Solution and Embedded Edition Restriction.** Combined Solution is the combination of the terms of this Agreement and the terms of Our Partner Application Distribution Agreement with SFDC, which combine to provide the terms of Your access to the Purchased Services. You may use the Purchased Services solely as part of the Combined Solutions. You may use the Purchased Services solely to use the functionality of the Combined Solution in the form it has been provided to You by Us. Unless otherwise indicated by separate agreement with SFDC and Us, You may not use the Purchased Services to create or use custom objects beyond those that appear in the Combined Solution in the form that it has been provided to You by Us. If Your access to the Combined Solution provides You with access to any Purchased Services functionality within it that is in excess of the functionality described in the Combined Solution's user guide, You agree to not access or use such functionality. You agree that Your noncompliance with the terms set forth in this paragraph would be a material breach of this Agreement and of the SFDC Terms of Use.

**3.6 Admin User.** You may be provided with an Admin User subscription to the Purchased Services that may be used by You only to configure and administer the Purchased Services in support of Your use of the Purchased Services and Combined Solution. An Admin User may not be used to access, distribute, or use Purchased Services to access standard objects through standard tabs and related lists in custom tabs through the SFDC web services API or through reports and dashboards. Standard objects include campaigns, leads, opportunities, cases, solutions and forecasts.

#### **4. FEES AND PAYMENT FOR PURCHASED SERVICES**

**4.1 Fees.** You shall pay all fees specified this Agreement and the Service Fee Schedule reflected in Exhibit A. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable. Subscription fees are based on annual access to the Purchased Services for each Service Year. Fees are paid on monthly periods that begin on the subscription start date and each monthly anniversary thereof.

**4.2 Invoicing and Payment.** You will provide Us with valid and updated credit card information during the entire period We are providing You access to the Purchased Services. You authorize Us to charge such credit card monthly in advance for all Purchased Services once You have subscribed for Purchased Services. In order to avoid liability for Service fees for the immediately ensuing Service Year, You must notify Us in writing no later than thirty (30) days prior to the end of the current Service Year that You are terminating the Purchased Services and this Agreement as provided in Section 2.2 hereof. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**4.3 Service Fee Adjustments.** We may, at Our option, adjust the cost of the Purchased Services for a new Service Year. If We elect to adjust the cost of the Purchased Services for the next Service Year, We shall provide You with notification of these changes no later than forty-five (45) days prior to the end of the current Service Year. If You receive notice from Us that the cost of the Purchased Services will be increased for the next Service Year, You will have thirty (30) days to notify Us of Your termination of this Agreement. Failure by You to provide Your written notice of termination within thirty (30) days will result in Your acceptance of the adjusted cost for the Purchased Services.

**4.4 Suspension of Service.** If for any reason We are unable to obtain payment from You or for Your benefit for any Service month, We reserve the right to immediately terminate the Purchased Services for such period without notice to You. Upon Our termination, we will immediately lock all access to the Purchased Services and any of Your Data that may be maintained within our system. Your Data may only be released upon payment of the entire balance due and owing. In no case will any such suspension give rise to any liability of Us to You, including for a refund or damages. We further reserve the right to immediately terminate the Purchased Services upon discovery of Your breach of this Agreement.

**4.5 Overdue Charges and Interest.** If any charged amount is not received by Us by the due date, then, without limiting Our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

**4.6 Taxes.** Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5. PROPRIETARY RIGHTS**

**5.1 Reservation of Rights in the Purchased Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title, and interest in and to the Purchased Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

**5.2 Restrictions.** You shall not (i) permit any third party to access the Purchased Services except as permitted herein, (ii) create derivative works based on the Purchased Services except as authorized herein, (iii) copy, frame, or mirror any part or content of the Purchased Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Purchased Services, or (v) access the Purchased Services in order to (a) build a competitive product or service, or (b) copy any features, functions, or graphics of the Purchased Services.

## **6. CONFIDENTIALITY**

**6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Purchased Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation

owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 6.2 Your Data.** By the terms of this Agreement, You hereby acknowledge and agree that We may, from time to time, access Your Data and information that is submitted to the Purchased Services and maintained on our system. Such access to Your Data may be used generate audit reports. SFDC may also audit use of the Purchased Services and provide the results of such audit to Us.
- 6.3 Processing Your Data Outside of SFDC Systems.** We will provide You with advance notice of any action We intend to take to transmit or process Your Data outside of SFDC's systems. Such action will only be taken after You have provided Your express written permission that We may do so. SFDC will not be responsible for the privacy, security, or integrity of Your Data that is transmitted or processed outside of SFDC's systems.
- 6.4 Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 6.5 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **7. WARRANTIES AND DISCLAIMERS**

- 7.1 Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the terms set forth herein (iii) subject to Section 3.1(i) and Section 3.1(ii), the functionality of the Purchased Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious

Code into the Purchased Services and later downloads that file containing Malicious Code.

**7.2 Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

**7.3 Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## **8. MUTUAL INDEMNIFICATION**

**8.1 Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “**Claim Against You**”), and shall indemnify You for any damages, attorney’s fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability; and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Purchased Services may infringe or misappropriate, We may, in Our discretion and at no cost to You, (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Purchased Services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the date of termination.

**8.2 Indemnification by You.** You shall defend Us against any claim, demand, suit, or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Purchased Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, attorney’s fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless



the settlement unconditionally releases Us from all liability; and (c) provide to You all reasonable assistance, at Your expense.

**8.3 Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## **9. LIMITATION OF LIABILITY**

**9.1 Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER AN ACTION IS IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **10. TERM AND TERMINATION**

**10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until Your subscription granted in accordance with this Agreement has been terminated in accordance with this Section 10 of the Agreement.

**10.2 Termination.** We may terminate this Agreement immediately upon written notice to You if You breach any of Your obligations hereunder, including but not limited to, any attempt by You to sublicense, assign, transfer, or convey all or any portion of Your obligations or access to the Purchased Services under the Agreement. In such event You shall be bound by the provisions of this Section 10 and shall execute, deliver, and perform Your obligations under the Statement of Termination set forth in Exhibit B. Otherwise either party may terminate the Agreement by written notice provided to the other at least thirty (30) days prior to the end of the Service Year. You further agree that

upon termination of the Agreement, any payments made by You to Us pursuant to the Agreement, including Service Fees or any other payments associated with access to the Purchased Products, shall be nonrefundable.

- 10.3 Surviving Provisions.** The rights, duties, and terms set forth in Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

## **11. NOTICES, GOVERNING LAW AND JURISDICTION**

- 11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email. Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Purchased Services system administrator designated by You.

- 11.2 Agreement to Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against any of the parties in the courts of the State of North Carolina, County of Mecklenburg, or, if it has or can acquire federal jurisdiction, in the United States District Court for Western District of North Carolina, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

## **12. GENERAL PROVISIONS**

- 12.1 Export Compliance.** The Purchased Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. governmental denied-party list. You shall not permit Users to access or use Purchased Services in a U.S.-embargoed county, or in violation of an U.S. export law or regulation.

- 12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

- 12.3 Third-Party Beneficiaries.** You hereby acknowledge by this Agreement that the SFDC Terms of Use incorporated herein by reference in Section 2.4 of this Agreement, the SFDC Embedded Edition Restriction set forth in Section 3.5 of this Agreement, and the product specific terms contained in this Agreement are to the benefit of and enforceable by SFDC as a third-party beneficiary.

- 12.4 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 12.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.6 Relief and Attorney Fees.** You agree that, in the event of a breach of the Agreement by You, including Your failure to pay any fee due under Section 4, We are entitled to recover damages from You, in addition to interest at the rate of 1.5% on all amounts due and owing to Us, and reasonable attorneys' fees and costs incurred as a result of Your breach. You acknowledge that a breach by You of Your obligations under the Agreement could cause irreparable harm and incalculable damages to Us and, in the event that You breach Your obligations under the Agreement, in addition to any damages We may recover resulting from the breach of the Agreement, We shall be entitled to injunctive relief and any other appropriate equitable relief, and We are entitled to such injunctive relief without posting bond.
- 12.7 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.8 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and the SFDC Terms of Use, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and in any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

## **EXHIBIT A**

### **Service Fee Schedule**

In exchange for Your access to the Purchased Services, You hereby agree to pay a one-time \$5,000.00 licensing fee and an additional annual fee of \$600.00 per User for each Service Year that this Agreement remains in effect. The annual fee shall be paid in 12 equally monthly installments of \$50.00 per month for each User granted access to the Purchased Products. We will immediately charge the credit card You have provided on the first date of this Agreement and on that same date for each month thereafter through the end of the Service Year. If this Agreement is terminated for any reason during the pendency of any given Service Year, the entire fee for that Service Year shall still remain due and nonrefundable. We will continue to charge the monthly service fee until the end of the Service Year that this Agreement has been terminated. If the Agreement is terminated for any reason, We will immediately suspend Your access to the Purchased Products and terminate all of Your data, but We will continue to charge the monthly amount of \$50.00 per User until the Service Year has ended.

The Service Fees set forth herein are subject to adjustment in accordance with Section 4.3 of the Subscription Agreement.

**EXHIBIT B**

**Statement of Termination**

The Subscription Agreement between Left Main Real Estate Investment Lifeline, LLC., (“Left Main”) and \_\_\_\_\_, (“I” or “We”) is terminated as of \_\_\_\_\_ (date).

In order to comply with the Subscription Agreement, I hereby attest that the following statements are true (initial each statement):

\_\_\_\_\_ **Section 1.** I have returned or destroyed all copies of the Purchased Services that I have had access to during the term of the Subscription Agreement with Left Main. This includes the permanent removal of all data downloaded to any computer or collected in/with any external data collection device.

\_\_\_\_\_ **Section 2.** I understand that if the materials or any portion thereof were modified, merged, incorporated, or combined into any other form, or were converted or translated into another format, or if a derivative work is derived from the materials (collectively, the “Converted Products”), that Left Main reserves and maintains all right in the Converted Products. Therefore, I attest that I have returned to Left Main or destroyed all copies of the materials, including modified or derived products, and other materials developed by or belong to Left Main which are in my possession or control.

The term “derivative work” as used herein is defined as follows: A work based upon one or more preexisting works, such as translation... abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a ‘derivative work’. *17 U.S.C. § 101*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date