



RAMSrent End-User License Agreement

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single legal entity) and the manufacturer ("Manufacturer") of the software system named ("RAMSrent"). The SOFTWARE includes the RAMSrent software and website ("Site"), and may include associated media, printed materials, "online," or electronic documentation and Internet based services.

Prior to using the SOFTWARE, please read these terms and conditions. At any time and from time to time, the Manufacturer may modify the terms and conditions of access and use of the SOFTWARE. Accordingly, please continue to review these terms and conditions of service whenever accessing or using the SOFTWARE. Any terms and conditions proposed by you which are in addition to or which conflict with these terms and conditions of service are hereby rejected by Paul Enterprises, LLC and shall be devoid of all force and effect allowed by applicable law.

By accessing or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use or access the SOFTWARE.

SOFTWARE PRODUCT LICENSE

1. **GRANT OF LICENSE.** Manufacturer grants you the following rights, provided you comply with all of the terms and conditions of this EULA:

* **Reservation of Rights.** Manufacturer, Paul Enterprises, LLC, hereinafter ("PEI") reserves all rights not expressly granted to you in this EULA.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

* **Internet-Based Services Components.** The SOFTWARE contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that PEI may automatically check the version of the SOFTWARE and/or its components that you are utilizing and may provide upgrades or supplements to the SOFTWARE.

* **Additional Software/Services.** The terms of this EULA apply to updates, supplements, add-on components, or Internet-based services components of the SOFTWARE ("Supplemental Components") that Manufacturer, PEI may provide to you or make available to you after the date you initially access the SOFTWARE, unless other terms are provided along with such Supplemental Components.

Manufacturer, PEI reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE should relevant remunerations and/or payments not be made by you to PEI.

This EULA does not grant you any rights to use RAMSrent components contained in the SOFTWARE to develop a software application that uses similar technology.

* **Limitations on Reverse Engineering, Decompilation and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

* **Termination.** Without prejudice to any other rights, PEI may cancel this EULA if you do not abide by the terms and conditions contained herein. Termination can also occur due to non-payment of all relevant fee(s).

* **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Manufacturer.

3. **FINANCIAL TRANSACTION TERMS**



PEI provides its users with access to an Internet-based credit card service and on-line electronic checking service to Affiliates, rental property owners, rental property managers and their respective tenants, which facilitates various electronic payments for monthly rents, periodic rents, and other fees and charges related to making rent payments. You, as the tenant of an Affiliate, are eligible to use these web-based services to pay your rent and any related fees covered under our Service Level Agreement with our Affiliates. Your credit card, on-line electronic checking payments made through RAMSrent will be remitted to the appropriate Affiliate in accordance with our Service Level Agreement. You will receive a timely written confirmation from PEI acknowledging the RAMSrent receipt of credit card or on-line electronic checking payments. You must obtain access to the World Wide Web and/or Internet in order to use the SOFTWARE, either directly or through other devices that access web-based content. You must also pay any service fees associated with such access.

4. **INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by PEI. The SOFTWARE is licensed, not sold. All title and intellectual property rights in and to the content that is not contained in the SOFTWARE, but which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. Use of any on-line services which may be accessed through the SOFTWARE may be governed by the respective terms of use relating to such services. If this SOFTWARE contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE.

5. **MEMBERSHIP ACCOUNT, PASSWORD AND SECURITY.** As a tenant of an Affiliate, the Affiliate will create an initial password and account designation for you. As an Affiliate, an initial password and account designation will be created for you by PEI. It is recommended that you change your initial password the first time you access the SOFTWARE and monthly after that. You are solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities occurring under your password or account. You agree to notify PEI immediately if you notice unauthorized use of your password or account or any other breach of security. PEI cannot and will not be liable for any damage or loss arising from your failure to comply with this Section.

6. ADDITIONAL PROVISIONS

EXCEPT AS PROVIDED ABOVE, THIS SOFTWARE AND ANY RELATED SERVICES OR CONTENT ACCESSIBLE THROUGH THE SOFTWARE ARE PROVIDED "AS-IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SOFTWARE, DISKS, RELATED MATERIALS AND ANY SUCH SERVICES OR CONTENT, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, SECURITY, THEIR MERCHANTABILITY, OR THEIR NONINFRINGEMENT. PEI DOES NOT WARRANT THAT THE SOFTWARE OR ANY RELATED SERVICES OR CONTENT IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS NOR DOES PEI WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SOFTWARE OR CONTINUED ACCESS TO THE SOFTWARE OR TO THE DATA ENTERED INTO THE SOFTWARE AFTER THE SPECIFIED PERIOD OF TIME FOR ALLOWED USES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF PURCHASE, OR DATE OF WEB-BASED ACCESS, OF THE SOFTWARE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE.

THIS PRODUCT AND ANY RELATED SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT PEI AND ITS REPRESENTATIVES (AS DEFINED BELOW) ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. PEI EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SOFTWARE, RELATED SERVICES OR CONTENT IS



IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

LIMITATION OF LIABILITY AND DAMAGES

THE ENTIRE LIABILITY OF PEI AND ITS REPRESENTATIVES (AS DEFINED BELOW) FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEI AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("REPRESENTATIVES") ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PEI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PEI AND YOU. PEI WOULD NOT BE ABLE TO HAVE PROVIDED THIS SOFTWARE OR SERVICES WITHOUT SUCH LIMITATIONS.

7. Service Cancellation. 1-(888) 944-7267

Either you or PEI may cancel use of the SOFTWARE with or without cause at any time and effective immediately. You may cancel the SOFTWARE by calling 1-(888) 944-7267 or by sending an e-mail to [customerservice@RAMSrent.com] to request discontinuance of the SOFTWARE and destroying all materials obtained from the SOFTWARE. You will remain liable for all outstanding payments and fees due at the time of cancellation. PEI may terminate the SOFTWARE immediately without notice if you, in PEI's sole discretion, fail to comply with any provision of these terms and conditions of service. Upon termination by you or upon notice of termination by PEI, you must destroy promptly all materials obtained from the SOFTWARE and any copies thereof.

8. Signature – By selecting the "I ACCEPT" button (On-Line EULA), you hereby agree to all terms contain within.