

COMMON CENTS REALTY SERVICE AGREEMENT

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS OR OTHERWISE OBTAINING ACCESS TO AND USE OF THE SERVICE, YOU ("CUSTOMER") ARE AGREEING TO THE FOLLOWING GENERAL TERMS AND CONDITIONS, ALONG WITH ANY AND ALL INFORMATION POSTED DIRECTLY ON THE WEBSITE (AS DEFINED BELOW) AND REFERENCED HEREIN (THE "AGREEMENT") GOVERNING YOUR USE OF THE SERVICE (AS DEFINED BELOW).

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:
 - 1.1 Company or CCR means Bunker Hill Partners LLC d/b/a Common Cents Realty.
 - 1.2 Service(s) means the version of CCR's services chosen by Customer on the Website.
 - 1.3 Website means CCR's web site, accessible via www.commoncentsre.com and any successor web sites designated by CCR.
2. **SERVICE.**
 - 2.1 Services Provided. Customer hereby acknowledges and agrees that the Services provided by CCR are limited to the subscription purchased as further described on the Website or through communication with CCR or one of its sales associates. Customer further acknowledges and agrees that CCR is in no way acting as Customer's broker or agent nor is CCR retaining any fees or commissions in addition to the fee charged for the Services. Any advice or consultation provided by CCR is voluntary and on an "as is" basis and in no way constitutes a broker/agent relationship between CCR and the Customer.
 3. Reservation of Rights. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or the intellectual property rights owned by CCR. The CCR name, the CCR logo, and the product names associated with the Services are trademarks of CCR or third parties, and no right or license is granted to use them.
4. **FEES AND PAYMENT.**
 - 4.1 Subscription Fee; Invoices; Payment. Customer shall pay to CCR the fee(s) identified on the Website for the Services purchased (the "Subscription Fee"). CCR charges and collects in advance for use of the Service. Customer must provide CCR with valid credit card, check or approved purchase order information as a condition to signing up for the Service. Customer shall pay an additional \$25.00 fee for any overdrawn checks or credit card payments returned to Customer without payment to CCR.
 - 4.2 Fee Increases. CCR reserves the right to modify its fees and charges and to introduce new charges at the end of the term of the subscription for the Service, upon at least 30 days prior notice to Customer, which notice may be provided by e-mail.
5. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**
 - 5.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CCR PROVIDES THE SERVICE ON AN "AS IS" BASIS AND CCR EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER EXPRESSLY AGREES THAT CCR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
 - 5.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL CCR BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF CCR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL CCR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY AGREES THAT CCR WOULD NOT PROVIDE THE SERVICE WITHOUT INCLUSION OF THIS SECTION 5.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT THAT LIABILITY ARISES FROM CCR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR A BREACH OF CCR'S OBLIGATIONS OF CONFIDENTIALITY PURSUANT TO SECTION 6, THE TOTAL LIABILITY IN THE AGGREGATE OF CCR, ITS EMPLOYEES, MEMBERS, OR AGENTS, TO CUSTOMER FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CCR UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, BREACH OF CONTRACT, UNLESS OTHERWISE PROHIBITED BY LAW.
6. **CONFIDENTIAL INFORMATION.**
 - 6.1 Use of Confidential Information. Each party acknowledges that it may have access to the other party's confidential or proprietary information ("Confidential Information"). The party receiving the Confidential Information (the "Recipient") agrees that it will not use in any way, for its own account or the account of any third party, except for the performance of this Agreement, nor disclose to any third party except as required by law, any Confidential Information disclosed to it by the other party (the "Discloser") and will take reasonable precautions to protect the confidentiality of such information. In the event that Recipient is required by law to make any disclosure of any Confidential Information, by subpoena, judicial or administrative order or otherwise, Recipient shall give written notice of such requirement to Discloser. Notwithstanding the foregoing, Customer hereby acknowledges and agrees that CCR may disclose to and display with certain third parties

the information Customer provides to CCR relating to its property as set forth on the "Property Information" form provided by CCR for the purpose of providing the Services.

- 6.2 **Exceptions.** Information will not be deemed Confidential Information hereunder if such information: (a) is known to the Recipient prior to receipt from Discloser directly or indirectly from a source other than one having an obligation of confidentiality to Discloser; (b) becomes known (independently of disclosure by Discloser) to Recipient directly or indirectly from a source other than one having an obligation of confidentiality to Discloser; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Recipient; or (d) is independently developed by Recipient.

7. TERM AND TERMINATION.

- 7.1 **Term.** The term or subscription of this agreement shall be as specified on the Website or by communication with a sales associate of CCR in accordance with the Service purchased.

7.2 Termination.

- (a) Customer may terminate this Agreement and the rights granted hereunder only at the end of its subscription term.
- (b) CCR may terminate this Agreement and the rights granted hereunder in the event that Customer defaults in the performance of any duty or obligation under this Agreement, which default is not cured within 30 days after written notice is given to Customer specifying the default, then CCR may, by giving written notice thereof to Customer, terminate this Agreement as of the date specified in such notice. Any failure to pay constitutes a default of this agreement.
- (c) **Termination for Convenience.** CCR may terminate this Agreement upon at least thirty (30) days prior written notice without obligation. In the case of termination by CCR pursuant to this section 7.2(c) CCR will refund a pro rata portion of the payments made by Customer for the Services.

- 7.3 **Effect of Termination or Expiration.** The termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve the Customer's obligation to pay all fees that accrued prior to such termination.

- 7.4 **Survival.** Notwithstanding any termination of this Agreement, the provisions of Sections 1, 5, 6, 7.3, 7.4, 8, 9, 10 and 11 shall survive.

8. **MARKETING; USE OF TRADEMARKS.** CCR shall have the right to publicly disclose the fact that the Customer is a client of CCR and in connection therewith shall have the right to use the name of Customer.

9. REPRESENTATIONS AND WARRANTIES.

- 9.1 **By CCR.** CCR represents and warrants that it has the legal power and authority to enter into this Agreement and consummate the transactions contemplated hereby.

9.2 By Customer.

- (a) Customer represents and warrants that he or she is at least 18 years of age and has the authority to enter into this Agreement and consummate the transactions contemplated hereby.
- (b) Customer represents and warrants that (i) he or she has not provided any false information to gain access to the Service, (ii) his or her billing information is accurate and (iii) this Agreement, and any information on the Website referenced to or incorporated herein, constitutes the valid and binding agreement of Customer, enforceable against Customer in accordance with its terms.

10. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless CCR, CCR's parent organizations, subsidiaries, affiliates, and its and their officers, directors, partners, employees, members and agents or the foregoing from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a breach of any obligation of this Agreement, including but not limited to a breach of any representation, warranty or covenant.

11. MISCELLANEOUS.

- 11.1 **Relationship of the Parties.** This Agreement is between CCR and Customer only. Nothing in this Agreement will be construed to imply a joint venture, partnership, or agency relationship between the parties, and CCR will be considered an independent contractor when performing services under this Agreement.

- 11.2 **Assignment.** CCR may assign this Agreement. Customer may not assign this Agreement without the prior written consent of CCR. Any purported assignment in contravention of this section is null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any successors or assigns of CCR.

- 11.3 **Governing Law; Consent to Jurisdiction.** ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF THIS AGREEMENT, OR THE NEGOTIATION, VALIDITY OR PERFORMANCE OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in Boston, Massachusetts (the "Massachusetts Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

- 11.4 **Entire Agreement.** This Agreement and the information on the Website referenced herein constitutes the entire agreement between the parties as of the date of this Agreement and may only be modified by an instrument in writing signed by authorized personnel of both parties.

This Agreement cancels and supersedes any and all prior proposals (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties which relate to the subject matter of this Agreement.

11.5 Severability. If any provision of this Agreement is held invalid, all other provisions will remain valid.

11.6 Amendments. This Agreement may not be modified, amended, changed, altered, or supplemented except by a written agreement executed by authorized personnel of both parties.