

PACKAGELOG SOFTWARE AS A SERVICE AGREEMENT

IMPORTANT-READ THIS PACKAGELOG SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE CONTINUING REGISTRATION. BY SIGNING AND ACCEPTING THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS 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 TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST NOT USE THE SERVICES.

THIS AGREEMENT IS MADE ON THE DATE ENTERED ON THE PACKAGELOG.COM ACCOUNT SET-UP WEBPAGE BETWEEN PACKAGELOG, LLC AND THE PARTY LISTED AS "YOUR NAME" AND "COMPANY / ORGANIZATION NAME".

RECITALS

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered software as a service from PACKAGELOG, LLC ("PACKAGELOG") software as a service agreement (collectively, the "agreement"). Software as a service consists of system administration, system management, and system monitoring activities that PACKAGELOG performs for PACKAGELOG programs, and includes the right to use the PACKAGELOG programs, support services for such PACKAGELOG programs, as well as any other services provided by PACKAGELOG, as defined in the ordering document (collectively, the "services"). The term "program documentation" refers to the program user manual as well as any other materials provided by PACKAGELOG as part of the services. The term "PACKAGELOG programs" refers to the software products owned or distributed by PACKAGELOG to which PACKAGELOG grants you access as part of the services, including program documentation, and any program updates provided as part of the services. The term "users" shall mean those individuals authorized by you or on your behalf to use the services, as defined in the ordering document. The term "your data" refers to the data provided by you that resides in your services environment. The term "ordering document" refers to the ordering document signed by the parties that accompanies and incorporates this software as a service agreement, including the services policies and any other document referenced or incorporated into the ordering document.

B. Applicability of Agreement

This software as a service agreement is valid for the Ordering Document that this agreement accompanies.

C. Rights Granted

Upon PACKAGELOG's acceptance of your order and for the duration of the services term defined in the ordering document, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the agreement. You may allow your users to use

the services for this purpose and you are responsible for your users' compliance with the agreement. The services are provided as described in, and subject to, the services policies referenced in the ordering document. You acknowledge that PACKAGELOG has no delivery obligation and will not ship copies of the PACKAGELOG programs to you as part of the services. You agree that you do not acquire under the agreement any license to use the PACKAGELOG programs specified in the ordering document in excess of the scope and/or duration of the services. Upon the end of the agreement or the services thereunder, your right to access or use the PACKAGELOG programs specified in the ordering document and the services shall terminate.

D. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your data. PACKAGELOG retains all ownership and intellectual property rights to the services and PACKAGELOG programs. PACKAGELOG retains all ownership and intellectual property rights to anything developed and delivered under the agreement.

You may not:

- remove or modify any program markings or any notice of PACKAGELOG's proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to PACKAGELOG;
- disclose results of any services or program benchmark tests without PACKAGELOG's prior written consent; and
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, PACKAGELOG programs or materials available, to any third party other than, as expressly permitted under the terms of the agreement.

The rights granted to you under the agreement are also conditioned on the following:

- the rights of any user licensed to use the services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license);
- except as expressly provided herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the services.

E. Warranties, Disclaimers and Exclusive Remedies

PACKAGELOG warrants that the services will perform in all material respects in accordance with the services policies referenced in the ordering document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to PACKAGELOG as specified

in the ordering document no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

PACKAGELOG DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT PACKAGELOG WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT PACKAGELOG DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PACKAGELOG IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FOR ANY BREACH OF THE ABOVE WARRANTIES, PACKAGELOG WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO PACKAGELOG, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND PACKAGELOG'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Use of the Services

If specified in the ordering document, you may order certain services for trial, nonproduction purposes subject to the terms and conditions of the agreement. Services acquired for trial purposes are provided "as is" and PACKAGELOG does not offer any warranties for such services.

G. Indemnification

If a third party makes a claim against either you or PACKAGELOG ("Recipient" which may refer to you or PACKAGELOG depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either you or PACKAGELOG ("Provider" which may refer to you or PACKAGELOG depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially

affects PACKAGELOG's ability to meet its obligations under the relevant order, then PACKAGELOG may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). PACKAGELOG will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by PACKAGELOG. PACKAGELOG will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. PACKAGELOG will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Support Services

Support services provided under the agreement are specified in the services policies referenced at <http://www.packagelog.com>.

I. End of Agreement

Services provided under this software as a service agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the "services term." At the end of the services term, all rights to access or use the services, including the PACKAGELOG programs listed in the ordering document, shall end. If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable ordering document under which the breach occurred. If PACKAGELOG ends the ordering document as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If PACKAGELOG ends the services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. In addition, PACKAGELOG may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay PACKAGELOG as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision within sections C, D, N or R of this software as a service agreement. PACKAGELOG may terminate the services hereunder if any of the foregoing is not cured within 30 days after PACKAGELOG's initial notice thereof. Any suspension by PACKAGELOG of the services under this paragraph shall not excuse you from your

obligation to make payment(s) under the agreement. At your request, and for a period of up to 60-days after the termination of the applicable ordering document, PACKAGELOG may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment. You agree and acknowledge that PACKAGELOG has no obligation to retain your data and that your data may be irretrievably deleted after 60-days following the termination of the ordering document. Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

You agree to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that PACKAGELOG must pay based on the services you ordered, except for taxes based on PACKAGELOG's income. You will reimburse PACKAGELOG for reasonable expenses related to providing any on-site portion of the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30-days of the date of the invoice. You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve PACKAGELOG of its obligation to deliver services that you have ordered per the terms of the agreement.

K. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure. A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the agreement. PACKAGELOG will protect the confidentiality of your data residing in the services environment in accordance with the PACKAGELOG security practices specified in the services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

L. Entire Agreement

You agree that the agreement (including the information which is incorporated into the

agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any PACKAGELOG ordering document, shall supersede the terms in any purchase order or other non-PACKAGELOG document and no terms included in any such purchase order or other non-PACKAGELOG document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the PACKAGELOG Store by authorized representatives of you and of PACKAGELOG.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. PACKAGELOG'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO PACKAGELOG FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST PACKAGELOG SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. You agree that such export control laws govern your use of the services (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. PACKAGELOG is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. You shall obtain at your sole expense any rights and consents from third parties necessary for PACKAGELOG and its subcontractors to perform the services under the agreement.
3. The agreement is governed by the substantive and procedural laws of the State of Florida and you and PACKAGELOG agree to submit to the exclusive jurisdiction of, and venue in, the courts in Orange County, Florida in any dispute arising out of or relating to

the agreement.

4. If you have a dispute with PACKAGELOG or if you wish to provide a notice under the Indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: PACKAGELOG, LLC, PO BOX 149621, Orlando, Florida, USA, Attention: Business Services. PACKAGELOG may give notice applicable to PACKAGELOG's software as a service customer base by means of a general notice on the PACKAGELOG portal for the services, and notices specific to you by electronic mail to your e-mail address on record in PACKAGELOG's account information or by written communication sent by first class mail or pre-paid post to your address on record in PACKAGELOG's account information.

5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables.

6. Except for actions for nonpayment or breach of PACKAGELOG's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.

7. PACKAGELOG may audit your use of the services. You agree to cooperate with PACKAGELOG's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the services in excess of your rights. If you do not pay, PACKAGELOG can end your services and/or the agreement. You agree that PACKAGELOG shall not be responsible for any of your costs incurred in cooperating with the audit.

8. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or orders placed under it. You understand that PACKAGELOG's business partners, including any third party firms retained by you to provide computer-consulting services, are independent of PACKAGELOG and are not PACKAGELOG's agents. PACKAGELOG is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a PACKAGELOG subcontractor on an engagement ordered under this software as a service agreement.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

Q. Your Data

In performing the services, PACKAGELOG will comply with the PACKAGELOG Services Privacy Policy, which is available at [http://\"yoursubdomain\".packagelog.com/index/privacy](http://\) and incorporated herein by reference. The PACKAGELOG Services Privacy Policy is subject to change at PACKAGELOG's discretion; however, PACKAGELOG policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the services have been paid. The services policies referenced in your

ordering document specifies our respective responsibilities for maintaining the security of your data in connection with the services. PACKAGELOG reserves the right to provide the services from locations, and/or through use of subcontractors, worldwide. You agree to provide any notices and obtain any consents related to your use of the services and PACKAGELOG's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

R. Restrictions on Use of the Services

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to PACKAGELOG under the agreement, PACKAGELOG reserves the right to remove or disable access to any material that violates the foregoing restrictions. PACKAGELOG shall have no liability to you in the event that PACKAGELOG takes such action. You agree to defend and indemnify PACKAGELOG against any claim arising out of a violation of your obligations under this section.

S. Services Tools

PACKAGELOG may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve your PACKAGELOG service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing PACKAGELOG's product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement. If PACKAGELOG provides you with access to or use of any tools in connection with the services, your right to use such tools is governed by the license terms that PACKAGELOG specifies for such tools; however, if PACKAGELOG does not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of the agreement. Any such tools are provided by PACKAGELOG on an "as is" basis and PACKAGELOG does not provide technical support or offer any warranties for such tools.

T. Statistical Information

PACKAGELOG may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your confidential information or include your company's name. PACKAGELOG retains all intellectual property rights in such information.

U. Customer Reference

You agree (i) that PACKAGELOG may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by PACKAGELOG on PACKAGELOG.com for promotional purposes.

V. Renewal

This contract supersedes all existing contracts and agreements between PACKAGELOG and you. This contract shall automatically renew on a monthly basis for an additional one-month period (renewal term) unless you provide notice of termination in writing.

W. Termination

This Agreement shall continue in full force and effect until terminated or the occurrence of any of the following events: immediately and automatically upon the bankruptcy, receivership or involuntary dissolution of PACKAGELOG; or immediately by PACKAGELOG for your failure to timely pay any amounts due under this Agreement; or following the expiration of 30-days' written by either PACKAGELOG or you to terminate; or voluntary agreement by all of the parties who are bound by the terms hereto.

X. Integrated Agreement

This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions or representations among the parties other than those set forth herein.

Y. Notices

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when sent mail (return receipt requested) or by overnight delivery service (confirmation receipt requested) to the appropriate address:

PACKAGELOG:	PackageLog, LLC
	PO BOX 2851
	Orlando, Florida 32802
	Telephone: (855) 315-4455
	Facsimile: (866) 860-7902
	Attn: Business Services

Z. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and any party may execute this Agreement by signing one or more counterparts.

AA. Amendments

All amendments must be made in writing and agreed to by both PACKAGELOG and you

to be made part of this agreement.

BB. Bing Effect; Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

CC. Governing Law

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

THE INFORMATION CONTAINED IN THIS AGREEMENT IS PRIVILEGED TO THE PARTIES BOUND AND IS STRICTLY CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE ENTITIES NAMED HEREIN. PACKAGELOG AND YOU AGREE THAT ANY DISSEMINATION OR DISTRIBUTION OF THIS AGREEMENT OR ITS AMENDMENTS BY EITHER PACKAGELOG OR YOU TO THIRD PARTIES IS STRICTLY PROHIBITED.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first herein above written.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HAVE EXECUTED THIS AGREEMENT.

FOR YOUR USE, A SAMPLE COMMUNICATIONS AGREEMENT IS INCLUDED BELOW. THOSE LISTED IN [BRACKETS] BELOW SHOULD BE CUSTOMIZED FOR YOUR RELATIONSHIP TYPE.

Communication Notice

We communicate with our [residents] via email and text. Please provide us with your information so that we may let you know things taking place on the property.

[Apartment #] _____ Name: _____

Email Address: _____

Phone # _____

Do we have permission to send you messages via email and or text message? You will be responsible for any text or data charges you may incur. _____

Should you chose to opt out or decline this communication you may not be informed of important dates and notices such as pest control or scheduled maintenance such as water shut downs, etc.