

BPO AUTOMATION GROUP, LLC

SAAS AGREEMENT

This SAAS SERVICES AGREEMENT (“Agreement”) is entered by and between BPO AUTOMATION GROUP, LLC, a Florida limited liability company with its principal place of business located at 495 Grand Boulevard, #206, Miramar Beach, FL 3250 (“Company”), and any person (“User”) who completes the registration process to open and maintain an account with the Company's for the purposes of using the services (“Services”), as set forth in Exhibit A attached hereto. The Company and User (also referred to as the “Customer”) are collectively referred herein as the "parties."

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, THE COMPANY WILL PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE.

AGREEMENT

1. SERVICE TERMS AND LIMITATIONS

1.1. Description. The Services set forth in Exhibit A attached hereto are proprietary to the Company and are protected by intellectual property laws and international intellectual property treaties. User's access to the Services is licensed and not sold. Subject to the timely payment of all Fees and the terms and limitations set forth in this Agreement, the Company agrees to provide User with a personal, non-transferable and non-exclusive account enabling User to access and use the Service.

1.2. Accessibility. User agrees that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

1.3. Equipment. User shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for User's use of the Service, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service.

2. LIMITATIONS

2.1. Security. User shall be solely responsible for the security, confidentiality and integrity of all messages and the content that User receives, transmits through or stores on the Service. User shall be solely responsible for any authorized or unauthorized access to User's account by any

person. User agrees to bear all responsibility for the confidentiality of User's password and all use or charges incurred from use of the Service with User's password.

2.2. Privacy. When reasonably practicable, Company will attempt to respect User's privacy. Company will not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Service, without User's prior consent unless Company has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Company; (iii) enforce this Agreement; (iv) protect the interests of users of the Service other than User or any other person; or (v) operate or conduct maintenance and repair of Company's services or equipment, including the Service as authorized by law. User has no expectation of privacy with respect to the Internet generally. User's IP address is transmitted and recorded with each message User sends from the Service. Company does provide certain information in aggregate form collected from and relating to User to third persons such as advertisers and sponsors.

3. FEES

3.1. Payment. User shall pay to the Company those fees set forth in Exhibit B attached hereto. The first such payment is due and payable upon commencement of the Service and each successive payment due and payable on or prior to the first day of each calendar month thereafter ("Fees"). Company expressly reserves the right to change the Fees at any time, upon thirty (30) days written notice to User.

3.2. Collection and Taxes. All Fees, Taxes and other charges shall be billed to User's credit card at the current international currency conversion rate. User shall be responsible for and shall pay Company all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon ("Taxes"), whether imposed now or hereinafter by any governmental entity. User shall promptly pay Company in the event of any refusal of User's credit card issuer to pay any amount to Company for any reason. User agrees to pay interest at the rate of 1.5% per month on any outstanding balance, together with costs of collection, including attorney's fees and costs. In the event User fails to pay any amount in advance, Company may immediately suspend or terminate this Agreement and User's access to the Service. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

3.3. Refund Policy. The Company has an unconditional 14-day money-back guarantee of the Service Fee; *however*, there is a non-refundable training/setup fee as set forth in Exhibit B. To qualify for a refund, the Customer must cancel his or her subscription prior to the next automated billing date, which currently is on the 15th of each month. In order to cancel a subscription, the Customer must (i) send an email: to billing@bpo-automation.com, (ii) create a tech ticket request at: <http://bpoautomationgroup.helpserve.com/>, or (iii) call the Company at: (360) 223-2482.

4. USER REPRESENTATIONS

User represents and warrants to the Company that: (a) User is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement; (b) all information provided by User to the Company is truthful, accurate and complete; (c) User is the authorized signatory of the credit or charge card provided to the Company to pay the Fees; (d) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth at Section 5; and (e) User has provided and will provide accurate and complete registration information, including, without limitation, User's legal name, address and telephone number.

5. PROHIBITED USES, RESTRICTIONS, AND RESPONSIBILITIES

5.1. Prohibited Uses. User is solely responsible for any and all acts and omissions that occur under User's account or password, and User agrees not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions (0 interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (g) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or (h) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this Agreement.

5.2. Reverse Engineering Prohibited. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to the Customer for use on the Customer's premises or devices, the Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

5.3. Export Prohibited. Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software

and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

5.4. Policy Compliance. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the Company’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless the Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although the Company has no obligation to monitor Customer’s use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

6.1. Non-Disclosure of Proprietary Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

6.2. Ownership of Data. Customer shall own all right, title and interest in and to the Customer Data. The Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6.3. Data Analytics. Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and the Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance

the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

7. TERMINATION

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force until terminated. User may terminate this Agreement for any reason upon thirty (30) days prior notice to the Company. The Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend User's access to or use of all or any portion of the Service; and (c) terminate this Agreement.

8. WARRANTY AND DISCLAIMER.

The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond the Company's reasonable control, but the Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, the Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. *Except as expressly set forth in this section, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICES ARE AT USER'S SOLE RISK THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICES.*

9. INDEMNITY

User agrees to indemnify, hold harmless and defend Company, members, managers, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement (b) User's use of the Service, including any data or work transmitted or received by User, and (c) any unacceptable use of the Service, including, without limitation, any statement, data or content made, transmitted or republished by User which is prohibited as unacceptable at Section 5 above.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. FORCE MAJUERE

11.1. Force Majuere. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is (1) beyond the reasonable control of a party, (2) materially affects the performance of any of its obligations under this agreement, and (3) could not reasonably have been foreseen or provided against, *but* will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

12. GENERAL PROVISIONS

12.1. Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.

12.2. Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

12.3. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

12.4. Amendment. The Company shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by delivering such amended terms to User by email at the address provided to the Company by User. User's access to or use of the Service after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

12.5. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

12.6. Attorney's Fees. In the event that arbitration, suit, or action, whether at law or equity, is brought by any party to this Agreement to enforce any of its terms, and in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and costs.

12.7. Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

12.8. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.9. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

EXHIBIT A
SERVICES

The Services included herein consist of:

1. The Software-as-a-Service the subject hereof consists of access to:
 - a. BPOA Suite Xtreme, and
 - b. BPO Automation Suite Xtreme.
2. Implementation. This includes setting up and training for the Customer.
3. Usage. Customer is authorized to download the Software onto one computer or device at a time; provided, however, that within any one monthly subscription period, Customer may download the Software on up to 2 PC's.

EXHIBIT B

TERM AND FEES FOR SERVICES

Signup Costs: Pro-rated for the monthly subscription, one-time fees for a 1-hour training/setup session at the rate of \$99.00, and at least one (1) custom MLS setup at a rate of \$49.00 per MLS account.

Service Fees: \$149 per month.

Additional PC Setup Fees: \$49.00 one-time fee, upon user request to hire the Company to setup.

Refund Fees: \$99.00

Term: There are no contract terms; the agreement is month-by-month (pay as you go).

EXHIBIT C

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central standard time, with the exclusion of Federal Holidays (“Support Hours”).

Customer may initiate a tech ticket during Support Hours by calling the Company at: (360) 223-2482, or going to: <http://bpoautomationgroup.helpserve.com/>.

The Company will use commercially reasonable efforts to respond to all tech tickets within one (1) business day.