

MASTER SUBSCRIPTION AGREEMENT (MSA)

General

1. THIS AGREEMENT CONTAINS THE TERMS OF PROPERTYBASE AND SALESFORCE.COM AND APPLIES TO ALL PROPERTYBASE ON-DEMAND SUBSCRIPTION SERVICES ON SALESFORCE.COM AND/OR FORCE.COM. IF CUSOTMER REGISTERS FOR A FREE TRIAL FOR PROPERTYBASE SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

2. BY SIGNING THIS AGREEMENT CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING CUSTOMER’S USE OF ALL PROPERTYBASE’S ON-DEMAND SERVICES, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY “PROPERTYBASE ON-DEMAND SERVICES”). IF CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, CUSTOMER REPRESENTS THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY.

3. As part of the Propertybase On-Demand Services, Propertybase will provide you with use of it’s On-Demand Services, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Propertybase On-Demand Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Propertybase website incorporated by reference herein, including but not limited to Propertybase privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1 Privacy & Security; Disclosure

1.1 In the event, salesforce.com (SFDC) modifies its privacy and security policies for the relevant platform, Propertybase shall have the right to accordingly modify its privacy and security policies. Propertybase shall timely notify customer of upcoming changes. If such changes to the privacy and security policies result in making the use of the Propertybase On-Demand Services by Customer illegal under applicable Data Protection Law, both Parties in good faith will take commercially reasonable measures to restore compliance under Data Protection Law. If such compliance cannot be achieved within 3 months following the change, and Customer is enjoined by a binding order issued by a competent public authority due to violation of Data Protection Law, then Customer shall have the right to terminate this Agreement by giving two (2) months’ notice to the end of a calendar month. The legal consequences of the termination for the already prepaid fees are set out in section 13.

1.2 Individual users, when they initially log in, will be asked whether or not they wish to receive marketing and other non-critical Propertybase On-Demand Service-related communications from Propertybase from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under Personal Setup. Note that because the Propertybase On-Demand Service is a hosted, online application, Propertybase occasionally may need to notify all users of the Propertybase On-Demand Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Propertybase On-Demand Service.

1.3 Customer agrees that Propertybase, subject to prior approval by Customer, can disclose the fact that Customer is a paying customer and the edition of the Propertybase On-Demand Service that

Customer is using and may name Customer as a reference.

2 License Grant & Restrictions

2.1 Propertybase hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use the Propertybase On-Demand Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Customer may grant sublicenses to affiliated companies, in which Customer owns the majority of shares and/or voting rights (hereinafter "Customer Affiliates") and may grant sublicenses to franchisees of Customer for the time they are bound by a franchise agreement with Customer (hereinafter "Franchisees"). Upon request by Propertybase, Customer will identify to Propertybase all Customer Affiliates and Franchisees to which a sublicense has been granted as well as the number of respective Users of such Customer Affiliates and Franchisees.

Under no circumstances Customer may grant a sublicense or any other use or access rights to entities which are direct or indirect competitors of Propertybase. All rights not expressly granted to Customer are reserved by Propertybase and its licensors.

2.2 Customer, Customer Affiliates, and Franchisees may not access the Propertybase On-Demand Service if the respective entity becomes a direct competitor of Propertybase, except with Propertybase's prior written consent. In addition, Customer, Customer Affiliates and Franchisees may not access the Propertybase On-Demand Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3. Subject to Section 2.1 above, Customer, Customer Affiliates, and Franchisees shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Propertybase On-Demand Service or the Content in any way; (ii) modify or make derivative works based upon the Propertybase On-Demand Service or the Content; (iii) create Internet "links" to the Propertybase On-Demand Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Propertybase On-Demand Service in order to (a) build a competitive product or Propertybase On-Demand Service, (b) build a product using similar ideas, features, functions or graphics of the Propertybase On-Demand Service, or (c) copy any ideas, features, functions or graphics of the Propertybase On-Demand Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Propertybase On-Demand Service.

2.4 Customer, Customer Affiliates, and Franchisees may use the Propertybase On-Demand Service only for their internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Propertybase On-Demand Service or the data contained therein; or (v) attempt to gain unauthorized access to the Propertybase On-Demand Service or its related systems or networks.

2.5 Propertybase is built on Salesforce.com's platform force.com. Force.com is a Platform as a Service (PaaS) product and is owned and operated by Software as a Service (SaaS) vendor Salesforce.com. Each Propertybase license includes a Force.com Platform Embedded Edition License. Customer, Customer Affiliates, and Franchisees cannot extend the Force Platform Embedded Edition product

using additional custom objects. Their license to the Force Platform Embedded Edition is limited to the objects included in Propertybase.

A detailed overview about the features and capabilities of the Propertybase licenses and the underlying Force.com license is available at: <http://www.propertybase.com/feature-list>. A printed copy of the displayed feature-list will be attached to the present Master Subscription Agreement as SCHEDULE B to describe the scope of the Propertybase On-Demand Service according to this Agreement.

The above does not apply for customers which have purchased force.com or Salesforce.com CRM licenses directly from Salesforce.com. The features and capabilities of these licenses are different from the Force Platform Embedded Edition and are documented on the Salesforce.com website.

3 Customer's Responsibilities

3.1 Customer is responsible for all activity occurring under Customer's, Customer Affiliates' and Franchisees' User accounts and Customer shall be responsible the Customer, Customer Affiliates and Franchisees and their respective Users abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Propertybase On-Demand Service, including those related to data privacy, international communications and the transmission of technical or personal data.

3.2 Customer shall be responsible that all conditions and restrictions under this Agreement pertaining to the Propertybase On-Demand Services will also be followed by the Customer Affiliates and Franchisees and Customer will impose such conditions and restriction on such Affiliates and Franchisees in a legally binding way and make Propertybase a third party beneficiary of the respective agreements.

3.3 Customer shall: (i) notify Propertybase immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Propertybase immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer, Customer Affiliates and Franchisees and their Users; and (iii) not impersonate another Propertybase user or provide false identity information to gain access to or use the Propertybase On-Demand Service.

3.4 Customer shall ensure that all of Customer's, Customer Affiliates' and Franchisees' outgoing email campaigns are compliant with the CAN-SPAM Act (<http://www.ftc.gov/spam>) and any additional Anti-Spam laws of their respective countries.

4. Account Information and Data

4.1 Propertybase does not own any data, information or material that Customer, Customer Affiliates and Franchisees submit to the Propertybase On-Demand Service in the course of using the Propertybase On-Demand Service ("Customer Data").

4.2 Customer, Customer Affiliates, and Franchisees, not Propertybase, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data submitted by Customer, Customer Affiliates, and Franchisees. Propertybase shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data caused by Customer, Customer Affiliates, and Franchisees.

4.2 In the event this Agreement is terminated, Propertybase will make available to Customer a file of the Customer Data within thirty (30) days following termination if Customer so requests at the time of termination. In the event Customer, subject to Section 12.5 below, orders Termination Support, the above stated term of thirty (30) days following termination will be extended to the term of the Termination Support, which may be a maximum period of six (6) months following termination.

4.3 Termination Support by Propertybase shall be subject to Section 12.4.

4.4. The Customer can generate backup files of his data manually. The Force.com platform allows to export the organization's data on the platform into a set of comma-separated values (CSV) files. Details found here: [Salesforce HELP Link on Exporting Data](#)

5. Intellectual Property Ownership

5.1 Propertybase alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Propertybase Technology, the Content and the Propertybase On-Demand Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, Customer Affiliates, or Franchisees or any other party relating to the Propertybase On-Demand Service.

5.2 This Agreement is not a sale and does not convey to Customer, Customer Affiliates, or Franchisees any rights of ownership in or related to the Propertybase On-Demand Service, the Propertybase Technology or the Intellectual Property Rights owned by Propertybase. The Propertybase name, the Propertybase logo, and the product names associated with the Propertybase On-Demand Service are trademarks of Propertybase or third parties, and no right or license is granted to use them.

6. Third Party Interactions

6.1 During use of the Propertybase On-Demand Service, Customer, Customer Affiliates, and Franchisees may enter into correspondence with, purchase goods and/or Propertybase On-Demand Services from, or participate in promotions of advertisers or sponsors showing their goods and/or Propertybase On-Demand Services through the Propertybase On-Demand Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer, Customer Affiliates, and Franchisees and the applicable third-party. Propertybase and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer, Customer Affiliates, and Franchisees and any such third-party.

6.2 Propertybase does not endorse any sites on the Internet that are linked through the Propertybase On-Demand Service. Propertybase provides these links only as a matter of convenience, and in no event shall Propertybase or its licensors be responsible for any content, products, or other materials on or available from such sites.

6.3 Propertybase provides the Propertybase On-Demand Service to Customer pursuant to the terms and conditions of this Agreement. Customer recognizes, however, that certain third-party providers of ancillary software, hardware or Propertybase On-Demand Services may require Customer's agreement to additional or different license or other terms prior to use of or access to such software, hardware or Propertybase On-Demand Services.

7. Charges and Payment of Fees

7.1 Charges and Payment of Fees: Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges and payment are set out in Schedule A or any subsequent mutually agreed Schedule to this Agreement and will be equal to the current number of total User licenses (plus basic fee where applicable) requested times the User license fee currently in effect. Payments may be made annually, except if otherwise agreed to in writing by the parties.

7.2 Customer is responsible for paying for all User licenses, including User licenses for Customer Users, Customer Affiliate Users and Franchisees Users, ordered for the entire License Term, whether or not such User licenses are actively used.

7.3 Propertybase may invoice Customer for all Services listed in the present Agreement and/or its Schedules to this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 12 (Term of Purchased Subscriptions/Termination upon Expiration/Reduction in Number of Licenses).

Such invoicing by Propertybase and payment by Customer shall be made in advance, either annually or in accordance with any different billing frequency stated in the present Agreement and/or in the Schedules to this Agreement. Unless otherwise stated herein, invoiced charges are due net 10 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information in the Services.

7.4 Added User licenses will be subject to the following:

(i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month.

7.5 Propertybase reserves the right to modify its fees and charges to the extent that specific third party providers which provide services relevant for the Service to Propertybase On-Demand Service increase fees and charges payable to them by Propertybase. Specific third party providers in the meaning of the preceding sentence shall be (i) Salesforce and (ii) Amazon S3. Propertybase shall timely notify Customer of such increase.

Propertybase shall have the right to modify its fees and charges by giving three (3) months' written notice to the end of the calendar month if such increase is required to compensate for increased costs for personal, infrastructure or other costs. Should an increase of fees and charges amount to more than seven (7) percent per year, then Customer shall have the right to terminate the Agreement by giving written notice within two months following notification by Propertybase. The legal consequences of the termination for the already prepaid fees are set out in section 13.

7.6 All pricing terms are confidential, and Customer agrees not to disclose them to any third party.

8. Excess Data Storage Fees

The maximum disk storage space provided to Customer at no additional charge is the greater of 1 GB or an aggregate of 20 MB per User license. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Propertybase will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Propertybase to so notify Customer shall not affect Customer's

responsibility for such additional storage charges. Propertybase reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

9. Subscription Term, Billing and Renewal

9.1 The minimum term for each Service Order and renewal thereof is one (1) year.

9.2 The Renewal Term shall be each one (1) year.

9.3 Propertybase charges and collects in advance for use of the Propertybase On-Demand Service. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term which shall be effective upon renewal and thereafter. Fees for other Propertybase On-Demand Services will be charged on an as-quoted basis. Propertybase's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, in particular applicable Value Added Tax in the then current amount.

9.4 Customer agrees to provide Propertybase with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it.

9.5 Existing Service Orders and/or Agreements shall automatically renew unless terminated by either party by providing 45 days prior written notice to the other party.

9.6 Customer will be billed in the currency stated on the order.

10. Non-Cancelable and non-refundable

Notwithstanding any contrary terms in this Agreement or its Schedules the annual subscription fees paid for the Propertybase On-Demand Service are non-cancelable and non-refundable. The number of User subscriptions specified in an accepted Agreement and/or its Schedules cannot be decreased prior to the end of the term of the Agreement / Schedules, regardless of any termination, nonpayment, nonuse or other conduct or inaction.

11. Non-Payment and Suspension

11.1 In addition to any other rights granted to Propertybase herein and under applicable statutory law, Propertybase reserves the right to suspend or terminate this Agreement and access to the Propertybase On-Demand Service if Customer's account becomes delinquent (falls into arrears) in the amount of more of five (5) percent of the annual fees and charges. Prior to suspension, Propertybase will inform Customer the impending Suspension by sending a warning letter and granting Customer a final deadline for payment of thirty (30) calendar days.

11.2 Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for User licenses during any period of suspension. If Customer or Propertybase initiates termination of this Agreement, Customer will be obligated to pay

the balance due on Customer's account computed in accordance with the Charges and Payment of Fees section above. Customer agrees that Propertybase may bill Customer for such unpaid fees.

Propertybase reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Propertybase On-Demand Service. Customer agrees and acknowledges that Propertybase has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.

12. Term of Purchased Subscriptions/Termination upon Expiration/Reduction in Number of Licenses

12.1 User subscriptions purchased by Customer commence on the start date specified in the Agreement and/or the applicable Schedules and continue for the subscription term specified therein.

12.2 Except as otherwise specified, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 45 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Propertybase has given Customer written notice of a pricing increase at least 90 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% over the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Agreement and/or Order Form as promotional or one-time.

12.3 In the case of free trials, notifications provided through the Propertybase On-Demand Service indicating the remaining number of days in the free trial shall constitute notice of termination.

12.4 In the event this Agreement is terminated, Propertybase will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests at the time of termination.

In the event Customer, subject to Section 12.5 below, orders Termination Support, the above stated term of thirty (30) days following termination will be extended to the term of the Termination Support, which may be a maximum period of six (6) months following termination.

12.5 In the event this Agreement is terminated (other than by reason of Customer's breach and a termination for cause under Section 13), Propertybase will, upon Customer's request, for a maximum period of six months following termination,

- (i) submit an offer for consulting services with regard to migrating the Customer Data to another service on a times and material basis;
- (ii) agree to reduce payable User Licenses to a minimum number of administrator licenses required for migration,
- (iii) agree to renew the Term for a short term usage in order to support migration and parallel usage with the new system.

13. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of the Propertybase Technology or Propertybase On-Demand Service will be deemed a material breach of this Agreement. Propertybase, in its sole discretion, may terminate User passwords, account or use of the Propertybase On-Demand Service if Customer breaches or otherwise fails to comply with this Agreement. In addition, Propertybase may terminate a free account at any time in its sole discretion.

If Customer rightfully terminates this Agreement due to a material breach or on the basis of any other termination right as set out in this Agreement within the Term of this Agreement Customer's obligation to pay the fees shall cease. Any fees prepaid for a specific period of time shall be refundable on a pro rata temporis for the time remaining after termination within fourteen (14) days upon termination.

14. Restrictions on Customer

Customer shall not develop applications for internal use with SFDC Services made available by Propertybase. Customer may develop applications for internal use with SFDC Services only when purchased directly from SFDC. Customer cannot extend the SFDC Services using additional custom objects, and their use of the SFDC Services in connection with Propertybase On-Demand Service is limited to the objects and functionalities included in the Propertybase On-Demand Service, and those functionalities of the Platform strictly necessary for the operation of the Propertybase On-Demand Service. Subscriptions to the Propertybase On-Demand Service cannot be joined with an existing SFDC Org. Where such a combination is required, Customer must procure the necessary subscriptions directly from SFDC to support, operate and run the Propertybase On-Demand Service. Should Customer wish to upgrade its SFDC Service subscriptions contained as a part of the Propertybase On-Demand Service to full SFDC Force.com Edition subscriptions, such upgrade subscriptions shall be made available directly by SFDC.

15. Mutual Indemnification

15.1. Indemnification by Propertybase. Propertybase will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly give Us written notice of the Claim Against Customer, (b) give Propertybase sole control of the defense and settlement of the Claim Against Customer (except that Propertybase may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) give Propertybase all reasonable assistance, at Propertybase's expense. If Propertybase receives information about an infringement or misappropriation claim related to a Service, Propertybase may in Propertybase's discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching Propertybase's warranties under Section 16 (Warranties), (ii) obtain a license for Customer continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of

the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Content, a Non-Salesforce.com or Propertybase Application or Customer's breach of this Agreement.

15.2. Indemnification by Customer. Customer will defend Propertybase against any claim, demand, suit or proceeding made or brought against Propertybase by a third party alleging that Customer's Data, or Customer use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Propertybase"), and will indemnify Propertybase from any damages, attorney fees and costs finally awarded against Propertybase as a result of, or for any amounts paid by Propertybase under a court-approved settlement of, a Claim Against Propertybase, provided Propertybase (a) promptly give Customer written notice of the Claim Against Propertybase, (b) give Customer sole control of the defense and settlement of the Claim Against Propertybase (except that Customer may not settle any Claim Against Propertybase unless it unconditionally releases Propertybase of all liability), and (c) give Customer all reasonable assistance, at Customer's expense.

15.3. Exclusive Remedy. This Section 10 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 10.

16. Warranties

Each party represents and warrants that it has the legal power to enter into this Agreement. Propertybase and its licensors represent and warrant that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) the functionality of the Service will not be materially decreased during a subscription term; (iv) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User-uploaded attachments or otherwise originating from Users); (v) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (vi) the Service does not infringe any intellectual property rights of any third party.

17. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROPERTYBASE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

18. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY

CONNECTED WITH THIS Propertybase ON-DEMAND SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PROPERTYBASE ON-DEMAND SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE PROPERTYBASE ON-DEMAND SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

19. Miscellaneous Provisions

19.1 This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and the Agreement shall not be construed as conferring any rights or remedies on any other third party. There are no third party beneficiaries to this Agreement with the exception that SFDC shall be a third party beneficiary to the Agreement solely as it relates to the SFDC Service Agreement.

19.2 If any provision of this Agreement is held to be unenforceable or invalid for any reason, then that provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The unenforceable or invalid provision shall be replaced by an enforceable or valid provision which comes as close as possible to the intended purpose of the unenforceable or invalid provision.

20. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled. The United Nations Convention on the International Sales of Goods shall not apply.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Europe, Middle East, Africa	Propertybase GmbH, a German corporation	Landwehrstr. 63 80366 Munich, Germany	Laws of Germany	Munich, Germany
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean, Australia, Asia, or a country in the Pacific Region	Propertybase Inc., a Delaware corporation	2560 28th Street, #200, Boulder, CO 80301, USA	California and controlling United States federal law	Berkeley California, U.S.A.

21. Entire Agreement

This Agreement, including all exhibits and addenda hereto, 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 signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule or addendum hereto, the terms of such schedule or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

22. Modification to Terms

Propertybase reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Propertybase On-Demand Service at any time provided that SFDC modifies its terms and conditions for the SFDC Platform and/or the SFDC Services either generally in the market or towards Propertybase and such modification requires Propertybase to modify the Propertybase On-Demand Service and/or the respective terms and conditions vis a vis Customer. If such changes result in making the use of the Propertybase On-Demand Services by Customer illegal under applicable Law, including but not limited to Data Protection Law, both Parties in good faith will take commercially reasonable measures to restore compliance under applicable law. If such compliance cannot be achieved within three (3) months following the change, and Customer is enjoined by a binding order issued by a competent public authority or by a competent court of law due to violation of applicable law, then Customer shall have the right to terminate this Agreement by giving two (2) months' notice to the end of a calendar month. The legal consequences of the termination for the already prepaid fees are set out in section 13.

23. Assignment; Change in Control

23.1 This Agreement may not be assigned by Customer without the prior written approval of Propertybase which will not be unreasonably withheld.

23.2 This Agreement may be assigned without Customer's consent by Propertybase to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Propertybase directly or indirectly owning or controlling 50% or more of Customer shall entitle Propertybase to terminate this Agreement for cause immediately upon written notice.

24. Definitions

As used in this Agreement and in any schedule now or hereafter associated herewith:

“Agreement” means these online terms of use and any schedule, whether written or submitted online, and any materials available on the Propertybase website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Propertybase from time to time in its sole discretion;

“Content” means the audio and visual information, documents, software, products and Propertybase On-Demand Services contained or made available to Customer, Customer Affiliates or Franchisees in the course of using the Propertybase On-Demand Service;

“Customer Affiliate” means companies affiliated with Customer, in which Customer owns the majority of shares and/or voting rights;

“Customer Data” means any data, information or material provided or submitted by Customer, Customer Affiliates, and Franchisees to the Propertybase On-Demand Service in the course of using the Propertybase On-Demand Service;

“Effective Date” means the date of signature of this Agreement by both Parties;

“Franchisee” means franchisees of Customer for the time they are bound by a franchise agreement with Customer.

“Initial Term” means the initial period as set out in Schedule A;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, Propertybase On-Demand Service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“License Administrator(s)” means those Users designated by Customer who are authorized to purchase licenses by executing written Order Forms and to create User accounts and otherwise administer Customer’s use of the Propertybase On-Demand Service;

“License Term(s)” means the period(s) during which a specified number of Users are licensed to use the Propertybase On-Demand Service pursuant to Schedule A and its amendments;

“Online Order Center” means Propertybase’s online application that allows the License Administrator designated by Customer to, among other things, add additional Users to the Propertybase On-Demand Service;

“Propertybase” means Propertybase GmbH, a German based incorporation, having its principal place of business at Landwehrstrasse 60-62, 80366 Munich, Germany;

“Propertybase Technology” means all of Propertybase’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Propertybase in providing the Propertybase On-Demand Service;

“Propertybase On-Demand Service(s)” means the specific edition of Propertybase’s online customer relationship management, billing, data analysis, or other corporate services identified during the ordering process, developed, operated, and maintained by Propertybase, accessible via <http://www.propertybase.com> or another designated web site or IP address, or ancillary online or offline products and services provided to Customer by Propertybase, to which Customer is being granted access under this Agreement;

“User(s)” means Customers, Customer Affiliates’ and Franchisees’ employees, representatives, consultants, contractors or agents who are authorized to use the Propertybase On-Demand Service and have been supplied user identifications and passwords by Customer (or by Propertybase at Customer’s request).

“Termination Support” shall have the meaning as set out in Section 12.5.

SFDC Service Agreement

Customer agrees to the following provisions of the SFDC Service Agreement which shall take effect between Propertybase and Customer as well as between Customer and SFDC, which shall be a third party beneficiary. The SFDC Service Agreement shall constitute a “Vertrag zugunsten Dritter zugunsten der SFDC”. Prior to granting access to the Propertybase On-Demand Service, Customer shall to impose the terms and conditions of the SFDC Service Agreement also on Customer Affiliates and Franchisees in a way that Propertybase and SFDC are third party beneficiaries.

For the purpose of clarification: The termination right pursuant to Section 6 hereunder shall be interpreted as a termination right on the part of SFDC but not as a termination right of Propertybase.

The SFDC Service Agreement only applies to customers who are direct customers of Propertybase and have purchased all licenses including the Force.com Platform Embedded Edition licenses from Propertybase. Customers who have purchased Force.com Platform or CRM licenses from Salesforce.com directly come under the Salesforce.com Master Service Agreement which can be found on the Salesforce.com website.

“AppExchange” means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

“Reseller” means Propertybase GmbH and its subsidiaries.

“Reseller Application means the Propertybase On-Demand Service

“Service” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“SFDC CRM Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

“SFDC” means salesforce.com.

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Service.

1. Use of Service.

(a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have

terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your license to use the Service hereunder does not include a license to use the SFDC CRM Service. If You wish to use the SFDC CRM Service or any of its functionalities or services, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC CRM Service generally or access to any SFDC CRM Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality would be a material breach of this Agreement.

(b) Notwithstanding any access You may have to the Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.

(d) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Service, the SFDC CRM Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Service and/or the SFDC CRM Service, and applications (both offline and online) that interoperate with the Service, SFDC CRM Service, and/or the Reseller Application, such as by exchanging data with the Service, the SFDC CRM Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Service, the SFDC CRM Service, and/or the Reseller Application through use of the Service and/or SFDC CRM Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is

solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

4. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service and/or the SFDC CRM Service.

6. **Termination.** Your use of the Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Service as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the licenses it is providing to You in connection with this SFDC Service Agreement.

For the avoidance of doubt this provision shall have no impact on Reseller's obligations arising out of the Master Service Agreement between Reseller and Customer, except the use of the Service is terminated and/or suspended upon notice due to a breach of the terms of this SFDC Service Agreement by You or any User.

7. **Subscriptions Non-Cancelable.** Subscriptions for the Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. **Data Storage.** The Service includes a certain cumulative amount of storage per User subscription for no additional charge as indicated by Reseller. Additional storage may be available for purchase from the Reseller.

9. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE SERVICE, THE SFDC CRM SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE RESELLER APPLICATION. SALESFORCE.COM DOES NOT REPRESENT OR WARRANT THAT (A) THE RESELLER APPLICATION WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE SALESFORCE.COM SERVICE OR ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA, (B) THE RESELLER APPLICATION OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS,

(C) ANY DATA STORED USING THE RESELLER APPLICATION WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN RESELLER APPLICATION OR THE SERVICE WILL BE CORRECTED, OR (E) THE RESELLER APPLICATION OR THE SYSTEMS USED BY RESELLER TO MAKE RESELLER APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED STRICTLY ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. No Liability. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Further Contact. SFDC may contact You regarding new SFDC service features and offerings.

12. Google Programs and Services. Service features that interoperate with the Google programs and services depend on the continuing availability of applicable Google application programming interfaces (“APIs”) and programs for use with the Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms for the Service, SFDC may cease providing such Service features without entitling You or Reseller to any refund, credit, or other compensation.

13. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

14. This SFDC Service Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions.