STR HELPER

What national sites does STR Helper monitor?

STR Helper monitors all the leading national sites including HomeAway (and all its associated affiliate sites including VRBO), Airbnb, TripAdvisor, Booking.com and Tripping.com. It also supports dozens of of lesser known sites

Can STR Helper also monitor local property management sites?

STR Helper is the only platform that also monitors the leading local property management sites. In resort communities in particular, we find that this can account to up to 40% of overall inventory, most of which is not distributed through the national sites. The only way to capture this inventory is with STR Helper.

Can STR Helper provide a report on the exact address of all short term rentals in the community? Does this include GIS parcel id, unit numbers, etc?

Yes, STR Helper provides exact street address for every listing. In addition to the address, the advertisement is also linked to county GIS data, so we are able to provide parcel id and detailed property information in a consolidated view/report format.

How does the system detect listings that are put up and taken down just for one-time events in the community?

In many communities, we find that short term rental inventory is often advertised only for short windows as a concert, special events, sporting events, etc. come to town. In many cases, this "flex" inventory is not properly permitted. STR Helper monitors all sites on a *nightly* basis. As a result, as soon as a property is listed, it is discovered. This real-time reporting is unique to STR Helper.

What account support can we expect from STR Helper?

Every STR Helper customer is assigned a dedicated account representative. This support manager can run customer reports, validate new properties that have just been listed, and provide an interface into the larger company to discuss product enhancements or other specific needs.

Can STR Helper identify units in high rise condos or other vertical space?

Yes, STR Helper has extensive experience in locating and validating hard to identify listings in vertical space. We are happy to discuss with you how we achieve this.

Can STR Helper filter and de-duplicate listings that are listed on multiple sites? What about hotels, timeshares, bed and breakfasts and other listings that are not subject to the short term rental ordinance?

Yes, STR Helper filters and de-duplicates properties that are listed on multiple sites. Because all listings are anchored to GIS data, we can be certain that all duplicates are removed and that properties are properly identified (yes, that means 100% accuracy). Tax bills are not sent to the wrong address, why should non-compliance letters?

What other reporting capabilities are supported?

STR Helper is built on force.com, the world's leading CRM and data warehousing platform. As a result, all fields represented in the database can be included in reports through well understood, well documented API's. This system supports literally thousands of attributes, all of which can be configured and reported on according to your needs.

Can STR Helper automatically generate letters of non-compliance?

Yes, STR Helper supports a robust mail merge function that can generate up to eight form letters that you write. The merge function can then blend database fields such as address, permit number, permit expiration date, missing permit elements, etc. into the letter of non-compliance. The city may choose to send the letters or have their account manager send those letters on their behalf.

How does STR Helper know the exact address that letters of non-compliance should be sent?

The answer to this question is two-fold, and important to understand as part of the STR Helper process. First, all listing are independently validated by US-based, humans. As a result, we are positive that the property identified is in fact the property advertised. This listing is then tied directly to the county GIS data. Through this process we are able to identify the address where letters of non-compliance, letters of permit expiration, etc. should be sent. The letter is sent to the same address the county tax assessment is sent.

Does STR Helper have its own registration system? What is unique about it?

It turns out that Short Term Rentals are unique. In most cases, cities opt for our registration system in lieu of their legacy business licensing systems. In many cases, municipalities require property fire safety inspections, proof of liability insurance, parking plans among many other things before a permit can be issued. Conventional business license systems are ill equipped to handle these types of requirements, whereas STR Helper is able to track workflows associated with all your unique permit requirements.

Can STR Helper automatically reconcile discovered listings with registration data?

Yes, unlike competing products, STR Helper automatically reconciles ALL listings in REAL TIME. The alternative is the painful process of manually comparing listing reports to registration reports. And each time new listings come on-line, the process must be repeated.

Can STR Helper support on-line registrations and notification of permits that are set to expire?

Yes, STR Helper supports a full featured registration/renewal portal that allows permit applicants to easily apply on-line and for existing permit holders to renew without burdening town staff. Additionally, the system tracks permit expirations and can alert permit holders that it is time to renew.

I have a legacy business licensing and registration system that we prefer to use. Can STR Helper integrate to it?

Yes, in some cases, cities want to continue to use their existing business licensing systems for STR registrations. In these cases, we can interface back to the legacy system for automated reconciliation. It is critical to understand that STR helper, unlike competitive products, provides automatic reconciliation of listings with registration data.

Our ordinance creates different districts, some of which allow short term rentals and some of which prohibit short term rentals. Can STR Helper enforce these types of restrictions?

Yes, in STR Helper parlance, these are known as "caps and zones." STR Helper allows the city boundaries to be sub-divided into "zones." Each of these zones can in turn have permits caps set. In some zones, this cap can be set to zero, meaning that short term rentals are not allowed in this area. In others, perhaps only 20% of residences can be used as short-term rentals and in a third, there are no restrictions at all. STR Helper manages all of these requirements.

Does STR Helper support multiple permit types?

Yes, STR Helper supports multiple permits types. In many municipalities, we find that the ordinance distinguishes between people who are renting part of their primary residence as opposed to a second homeowner who is renting their entire house while they are not using it. Most cities treat these cases differently with different permit types.

Our ordinance requires that the homeowner designate a local emergency contact. Can STR Helper automate communication back to the emergency contact in case of an issue?

Yes, STR Helper requires that every property be associated to a property manager, whether or not the property is professionally managed or self-managed. By associating a property

manager, the system is able to automate communications as well as provide an emergency contact for the ordinance officer. For example, if a person files a complaint via the complaint portal or the 24 x 7 hotline, not only is the complaint logged in the property history, it also can be forwarded directly to the property manager.

Our ordinance requires that the listing display the permit number. Can STR Helper detect and validate these permit numbers?

Yes, STR Helper can detect the permit number within a listing. But this is not a simple pattern match that can be easily fooled. We have found people who have invented license numbers and in other cases, they have stolen license numbers. STR Helper not only detects the permit id, it then validates the license to make sure it is both valid and belongs to the proper listing.

Does STR Helper support a 24 x 7 x 365 call center for complaints?

STR Helper supports a 24 x 7 x 365 call center for all short term rental complaints.

What else does STR Helper do for noise, trash and parking issues?

STR Helper supports an on-line complaint portal. This allows a citizen to provide photographic, video or audio evidence of non-compliant short term rentals. This evidence will be maintained as part of the permanent property history. It also can be forwarded to the property manager.

Our ordinance officer needs a listing of all short term rentals and emergency contacts on their iPad. Can STR Helper provide this to them?

Yes, STR Helper provides a searchable index of all short term rentals, including address and emergency contact information. This can be provided just to the ordinance officer or can be listed on the public internet, at the discretion of the city.

Can STR Helper take a snapshot of the listing and maintain that as part of a history file?

Yes, STR Helper takes a weekly snapshot of each listing and maintains it as part of the property history file. To the degree that someone wants to deny the existence of the listing, there is photographic evidence of its existence.

As an aside, we have found cases in which long term rentals were being used illegally for short term purposes. In all cases, the owner was unaware that their tenant was using the property in this way. The photographs have in all cases resolved the issue.

What else does STR Helper do to maintain history in case we have to take a homeowner to municipal court?

STR Helper maintains a history file on each property. Every time a listing is discovered, every time a complaint is files, every time there is communication with the property owner, it is maintained in the history file. If the city is forced to take the property owner to court, the history files provides a centralized repository of all corroborating evidence.

Do the municipality actually own the data?

The municipality has full access and rights to all data. They can request database exports and reports at any time, ensuring that they have full control over the data.

Bear Cloud Software SaaS Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), dated as of December_____, 2017 (the "**Effective Date**"), is by and between Bear Cloud Software ("**Bear Cloud Software**") and The Town of Blowing Rock, North Carolina ("**Customer**"), with a principal place of business at The Town of Blowing Rock, North Carolina, City Hall 1036 Main Street , PO Box 47 Blowing Rock NC 28605

WHEREAS, Customer wishes to procure from Bear Cloud Software the software services described herein, and Bear Cloud Software wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used to verify an individual's identity and authorization to access and use the Services.

"**Authorized Reseller**" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"**Authorized User**" means each of the individuals authorized to use the Services pursuant to this Agreement.

"**Bear Cloud Software Materials**" means the Licensed Software, Documentation and Bear Cloud Software Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Bear Cloud Software or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Bear Cloud Software Systems. For the avoidance of doubt, Bear Cloud Software Materials include Resultant Data and any information, data or other content derived from Bear Cloud Software's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Bear Cloud Software Systems**" means the information technology infrastructure used by or on behalf of Bear Cloud Software in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Bear Cloud Software or through the use of third-party services.

"**Bear Cloud Software Website**" means www.strhelper.com.

"**Customer Data**" means, photographs, documents (including letters sent by code enforcement authorities), and updates to property records, that are collected, downloaded or otherwise received from Customer or an Authorized User by or through the Services. Customer Data does not include Resultant Data.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means any manuals, instructions or other documents or materials that Bear Cloud Software provides or makes available to Customer in any form or medium and which describe the functionality,

components, features or requirements of the Services or Bear Cloud Software Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Licensed Software**" means Bear Cloud Software application or applications, together with any Updates, and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Bear Cloud Software provides remote access to and use of as part of the Services.

"**New Version**" means any new version of the Licensed Software that Bear Cloud Software may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Bear Cloud Software's designation of a new version number), and which Bear Cloud Software may make available to Customer at an additional cost under a separate written agreement.

"**Resultant Data**" means information, data and other content that is derived by or through the Services from processing Customer Data.

"**Third Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Bear Cloud Software.

2. Services.

2.1. Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Bear Cloud Software shall use commercially reasonable efforts to provide to Customer and its Authorized Users the services described in this Agreement, including hosting, managing, operating and maintaining the Licensed Software for remote electronic access and use by Customer and its Authorized Users (collectively, the "**Services**") in substantial conformity with the terms of this Agreement, except for:

a) Scheduled downtime;

b) Service downtime or degradation due to a Force Majeure Event;

c) any other circumstances beyond Bear Cloud Software's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement; and

d) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

a) Bear Cloud Software has and will retain sole control over the operation, provision, maintenance and management of the Services and Bear Cloud Software Materials, including the: (i) Bear Cloud Software Systems; (ii) selection, deployment, modification and replacement of the Licensed Software; and (iii) performance of Services maintenance, Updates, upgrades, corrections and repairs; and

b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Bear Cloud Software Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or Bear Cloud Software; (ii) results obtained from any use of the Services or Bear Cloud Software Materials; and (iii) conclusions, decisions or actions based on such use.

2.3. Changes. Bear Cloud Software reserves the right, in its sole discretion, to make any changes to the Services and Bear Cloud Software Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Bear Cloud Software's services to its customers, (ii) the competitive strength of or market for Bear Cloud Software's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. Subcontractors. Bear Cloud Software may from time to time in its discretion engage third parties to perform Services (each, a **"Subcontractor"**).

2.5. Suspension or Termination of Services. Bear Cloud Software may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other person's access to or use of all or any part of the Services or Bear Cloud Software Materials, without incurring any resulting obligation or liability, if: (a) Bear Cloud Software receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Bear Cloud Software to do so; or (b) Bear Cloud Software believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the terms of this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Bear Cloud Software's other rights or remedies, whether at law, in equity or under this Agreement.

3. Authorization and Customer Restrictions.

3.1. Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Bear Cloud Software hereby authorizes Customer to access and use, during the Term, the Services and such Bear Cloud Software Materials as Bear Cloud Software may supply or make available to Customer solely for Customer's internal business operations, research, and educational purposes, by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and Schedule B ("**Permitted Use**"). This authorization is non-exclusive and non-transferable.

3.2. Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Bear Cloud Software Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, Bear Cloud Software Materials and the Third Party Materials are and will remain with Bear Cloud Software and the respective rights holders in the Third Party Materials.

3.3. <u>Authorization Limitations and Restrictions</u>. Customer shall not, and shall not permit any other person to, access or use the Services or Bear Cloud Software Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

a) copy, modify or create derivative works or improvements of the Services or Bear Cloud Software Materials;

b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Bear Cloud Software Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Bear Cloud Software Materials, in whole or in part;

d) bypass or breach any security device or protection used by the Services or Bear Cloud Software Materials or access or use the Services or Bear Cloud Software Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

e) input, upload, transmit or otherwise provide to or through the Services or Bear Cloud Software Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code ("**Harmful Code**");

f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Bear Cloud Software Systems or Bear Cloud Software's provision of services to any third party, in whole or in part;

g) remove, delete, alter or obscure any trademarks, specifications, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Bear Cloud Software Materials, including any copy thereof;

h) access or use the Services or Bear Cloud Software Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law;

i) access or use the Services or Bear Cloud Software Materials for purposes of competitive analysis of the Services or Bear Cloud Software Materials, the development, provision or use of a competing software service or product or any other purpose that is to Bear Cloud Software's detriment or commercial disadvantage; or

j) otherwise access or use the Services or Bear Cloud Software Materials beyond the scope of the authorization granted herein.

4. <u>Customer Obligations</u>.

4.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the terms of this Agreement all Customer Systems on or through which the Services are accessed or used; (b) provide all

cooperation and assistance as Bear Cloud Software may reasonably request to enable Bear Cloud Software to exercise its rights and perform its obligations under and in connection with this Agreement; and (c) provide Bear Cloud Software with the city property data necessary for implementation of the Licensed Software.

4.2. <u>Effect of Customer Failure or Delay</u>. Bear Cloud Software is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

4.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Bear Cloud Software Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Bear Cloud Software of any such actual or threatened activity.

5. <u>Updates; Technical Support</u>.

5.1. <u>Updates</u>. During the Term, Bear Cloud Software may provide Customer with periodic error corrections, enhancements, improvements, or updates, including updated Documentation, that Bear Cloud Software may, in its sole discretion, make generally available to its customers at no additional charge ("**Updates**"). Updates do not include New Versions. All Updates, on being provided by Bear Cloud Software to Customer hereunder, are deemed Licensed Software subject to all applicable terms and conditions in this Agreement. Customer does not have any right hereunder to receive any New Versions of the Licensed Software that Bear Cloud Software may, in its sole discretion, release from time to time.

5.2. <u>Technical Support</u>. The Services include Bear Cloud Software's standard technical support services, which include: (a) free technical support for all registered users of the then-current release of STR Helper and the previous release of Bear Cloud Software; and (b) any Updates provided by Bear Cloud Software during the Term ("**Support Services**"). Bear Cloud Software will make reasonable efforts to promptly respond to all installation and/or technical support inquiries and will respond to such inquiries within one business day.

6. <u>Security</u>.

6.1. <u>Bear Cloud Software Systems and Security Obligations</u>. Bear Cloud Software will employ security measures in accordance with its data privacy and security policy as amended from time to time, as available on the Bear Cloud Software Website ("**Privacy Policy**").

6.2. <u>Customer Control and Responsibility</u>. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Bear Cloud Software Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

6.3. Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.

7. Fees; Payment Terms.

7.1. Fees. Customer shall pay Bear Cloud Software the fees set forth in Schedule A (**"Fees"**) in accordance with this Section.

7.2. Fee Increases. Bear Cloud Software may increase Fees after the first contract year of the Term, including any contract year of any Renewal Term, by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of such Renewal Term, and Schedule A will be deemed amended accordingly.

7.3. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Bear Cloud Software's income.

7.4. Payment. All Fees and other amounts payable by Customer under this Agreement shall be paid by Customer within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars. Customer shall make payments to the address or account specified in Schedule A or such other address or account as Bear Cloud Software may specify in writing from time to time.

7.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Bear Cloud Software may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

7.6. No Deductions or Setoffs. All amounts payable to Bear Cloud Software under this Agreement shall be paid by Customer to Bear Cloud Software in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

8. Intellectual Property Rights.

8.1. Services and Bear Cloud Software Materials. All right, title and interest in and to the Services and Bear Cloud Software Materials, including all Intellectual Property Rights therein, are and will remain with Bear Cloud Software and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Bear Cloud Software Materials (including Third-Party Materials) except as expressly set forth in Section 3.1 or the applicable third-party license. All other rights in and to the Services and Bear Cloud Software Materials (including Third-Party Materials) are expressly reserved by Bear Cloud Software and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Bear Cloud Software an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

8.2. Customer Data. As between Customer and Bear Cloud Software, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all

Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 8.3. Customer may request a full export of all Customer Data no more than twice in a given twelve-month period. Bear Cloud Software will provide requested Customer Data in a format mutually agreed to by the parties.

8.3. <u>Consent to Use Customer Data</u>. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Bear Cloud Software: (a) to perform the Services; (b) to enforce this Agreement and exercise Bear Cloud Software's rights hereunder; and (c) to use for any lawful purpose.

8.4. <u>Consent to Use Customer Marks</u>. Customer hereby grants to Bear Cloud Software a worldwide, non-exclusive, non-transferable license to use, reproduce and display Customer's name and logos in connection with: (a) Bear Cloud Software's performance of its obligations hereunder; and (b) promotional and marketing purposes, including developing promotional press releases, case studies, reports, marketing materials, and using Customer's name and logos in its lists of Bear Cloud Software's current or former customers.

9. <u>Confidentiality</u>.

9.1. <u>Confidential Information</u>. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: all Bear Cloud Software Materials and the terms of this Agreement are the Confidential Information of Bear Cloud Software.

9.2. <u>Exclusions</u>. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3. <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section;

c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section.

9.4. <u>Compelled Disclosures</u>. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

10. <u>Term and Termination</u>.

10.1. <u>Term</u>. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect until twelve (12) months from such date (the **"Term"**).

10.2. <u>Renewal</u>. This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a **"Renewal Term"** and, collectively, together with the Initial Term, the **"Term"**).

10.3. <u>Retention of Customer Data</u>. At Customer's option and upon its written request, Bear Cloud Software will continue to retain the Customer Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable, provided that Customer pays in full all fees due Bear Cloud Software as of the effective date of such expiration or termination.

10.4. <u>Termination</u>. In addition to any other express termination right set forth elsewhere in this Agreement:

a) Bear Cloud Software may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than five (5) days after Bear Cloud Software's delivery of written notice thereof.

b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or

involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.5.   Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

    a)   all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

    b)   Customer shall immediately cease all use of any Services or Bear Cloud Software Materials and (i) promptly return to Bear Cloud Software, or at Bear Cloud Software's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any Bear Cloud Software Materials or Bear Cloud Software's Confidential Information; and (ii) permanently erase all Bear Cloud Software Materials and Bear Cloud Software's Confidential Information from all systems Customer directly or indirectly controls;

    c)   Bear Cloud Software may disable all Customer and Authorized User access to the Services and Bear Cloud Software Materials;

    d)   if Customer terminates this Agreement pursuant to Section 10.3(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Bear Cloud Software will refund to Customer Fees paid in advance for Services that Bear Cloud Software has not performed as of the effective date of termination;

    e)   if Bear Cloud Software terminates this Agreement pursuant to Section 10.3(a) or Section 10.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Bear Cloud Software's invoice therefor.

10.6.   Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Authorization Limitations and Restrictions, Confidentiality, Effect of Expiration or Termination, Surviving Terms, Representations and Warranties, Indemnification, Limitations of Liability and Miscellaneous.

11. Representations and Warranties.

11.1.   Mutual Representations and Warranties. Each party represents and warrants to the other party that:

    a)   it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

    b)   it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2.   Additional Bear Cloud Software Representations, Warranties and Covenants. Bear Cloud Software represents, warrants and covenants to Customer that Bear Cloud Software will: (a) perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement; and (b) exercise commercially reasonable efforts to ensure that the Services are available no less than 99.5% of the time. Bear Cloud Software also guarantees a minimum standard of accuracy of 95% of all listings that go through the verification process by a Bear Cloud Software validation technician. If Bear Cloud fails to meet the standard a 50% refund of the total licensing software will be refunded.

11.3.   Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to Bear Cloud Software that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Bear Cloud Software and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

11.4.   DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND 11.2, ALL SERVICES AND BEAR CLOUD SOFTWARE MATERIALS ARE PROVIDED "AS IS" AND BEAR CLOUD SOFTWARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND BEAR CLOUD SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BEAR CLOUD SOFTWARE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR BEAR CLOUD SOFTWARE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1.   Bear Cloud Software Indemnification. Bear Cloud Software shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**") incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such Losses arise from any allegation in such Action that Customer's use of the Services (excluding Customer Data and Third Party Materials) in compliance with this Agreement infringes a U.S. Intellectual Property

Right. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

    a) access to or use of the Services or Bear Cloud Software Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Bear Cloud Software;

    b) modification of the Services or Bear Cloud Software Materials other than: (i) by or on behalf of Bear Cloud Software; or (ii) with Bear Cloud Software's written approval in accordance with Bear Cloud Software's written specification;

    c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Bear Cloud Software; or

    d) act, omission or other matter described in Section 12.2 (Customer Indemnification), whether or not the same results in any Action against or Losses by any Bear Cloud Software Indemnitee.

12.2.   <u>Customer Indemnification</u>. Customer shall indemnify, defend and hold harmless Bear Cloud Software and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Bear Cloud Software Indemnitee") from and against any and all Losses incurred by such Bear Cloud Software Indemnitee in connection with any Action by a third party (other than an Affiliate of a Bear Cloud Software Indemnitee) that arise out of or relate to any:

    a) Customer Data, including any processing of Customer Data by or on behalf of Bear Cloud Software in accordance with this Agreement;

    b) any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Authorized User, including Bear Cloud Software's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Bear Cloud Software;

    c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement; or

    d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

12.3.   <u>Indemnification Procedure</u>. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12.4.   <u>Mitigation</u>. If any of the Services or Bear Cloud Software Materials are, or in Bear Cloud Software's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the

Services or Bear Cloud Software Materials is enjoined or threatened to be enjoined, Bear Cloud Software may, at its option and sole cost and expense:

a) obtain the right for Customer to continue to use the Services and Bear Cloud Software Materials materially as contemplated by this Agreement;

b) modify or replace the Services and Bear Cloud Software Materials, in whole or in part, to seek to make the Services and Bear Cloud Software Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Bear Cloud Software Materials, as applicable, under this Agreement; or

c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Bear Cloud Software Materials, and require Customer to immediately cease any use of the Services and Bear Cloud Software Materials or any specified part or feature thereof.

THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND BEAR CLOUD SOFTWARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND BEAR CLOUD SOFTWARE MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

13. Limitations of Liability.

13.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL BEAR CLOUD SOFTWARE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF BEAR CLOUD SOFTWARE AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED: (A) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM BEAR CLOUD DIRECTLY, THE TOTAL AMOUNT OF FEES PAYABLE TO BEAR CLOUD SOFTWARE BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM; OR (B) IF THE CUSTOMER LICENSED THE LICENSED SOFTWARE FROM AN AUTHORIZED RESELLER, THE TOTAL AMOUNT OF FEES PAYABLE TO THE RESELLER BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, when and to the extent such failure or delay

is caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond such party's reasonable control (a **"Force Majeure Event"**). Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of thirty (30) days or more.

15. Miscellaneous.

15.1.　　Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

15.2.　　Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3.　　Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section):

If to Bear Cloud Software:

Address: 69 N. Paradise Parkway, Building B, suite 224 Garden City Utah 84028

E-mail:　bpeterson@strhelper.com]

Attention: Bob Peterson

If to Customer:

Address: PO Box 47 Blowing Rock NC 28605

Attention: Tracy Brown

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

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

15.5.　　Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the

subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

15.6.   Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Bear Cloud Software's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

15.7.   No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.8.   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.9.   Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10.   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Travis, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15.11.   Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

15.12.   Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under the sections entitled Confidentiality; Authorization and Customer Restrictions; or Corrective Action and Notice; would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.13.   Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.14.   Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Bear Cloud Software   **Town of Blowing Rock, North Carolina**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

The Workgroup Product

The Workgroup Product includes our core software platform, which provides real time reporting and compliance on ALL short-term rentals in your jurisdiction. Workgroup Option is a cloud-based solution that allows the customer to completely control the entire permitting, compliance and reporting systems. Validations are included and done by STR Helper.

Features include the following:

System
Mobile/Tablet/Desktop support
Open, published API
Cloud-based, fault tolerant, distributed architecture

Discovery
Automated lat/long scraping of ads
Support for 20+ national sites (including CraigsList)
Support for local property management sites
US-based manual listing verification
Multi-story buildings
Physical address identification
Permit number detection/validation in ad
Mailing to owner mailing address

Permit Registration

Custom permit requirements
On-line self service
Workflow for approval
Mail merge function
Zones and Caps

Reporting

20+ canned compliance and permit reports

Includes non-payment tax reporting

Ad hoc, custom reporting capabilities

Export to CSV, XLS, SQL

Communication

Custom, dynamic non-compliance letter development

Complaint Portal (Noise, Parking, Trash)

Integrated property manager communication

Ability to handle non-compliant mailings

Municipal Code Enforcement

On-line complaint portal for community

    Dedicated, US-based account manager for on-going support

    A monthly, scheduled call with your account manager to provide on-going guidance, support or training.

Pricing: $14,500.00

All the STR-H service features noted in this document, including monthly reports