

Software and System Licensing Agreement

AGREEMENT made this TBD day of November, 2016, by and between Nationwide Eviction, LLC d/b/a Nationwide Eviction Services, with offices of record located at 309 E. Morehead Suite 150, Charlotte, NC 28202 ("Licensor") TBD, (hereinafter "Licensee") officed at TBD (collectively, the "Parties")

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Grant of License

(A) Subject to the terms and conditions of this Agreement, Licensor grants to Licensee the right and license to utilize Nationwide Eviction Services's web-based application to process evictions within the State of Iowa.

Use

- A. Licensee shall use this License solely in accordance with the terms of this Agreement and with any and all instructions, rules and procedures which are prescribed by Licensor from time to time. Nothing contained herein shall be construed to authorize or permit the use by the Licensee of the system in any competing venue without the express consent of Licensor.
- B. Specifically, during the term of this Agreement, the Licensee, its employees and its affiliates agree that it will not directly or indirectly participate in the ownership, management, operation of control of, any directly competitive business. (As used herein, the term "directly competitive business" shall refer to any online software or application that offers residential or commercial eviction or collection processing services).
- C. Licensee acknowledges and agrees that Licensor, and its Affiliates, have the sole and exclusive rights to the system and that no associated goodwill shall inure to the Licensee at any time.

Initial Term

The initial term of this Agreement shall be for a period of 30 Days, commencing on the date this Agreement is executed by Licensor, unless sooner terminated, as provided herein.

Licensee shall have the option to automatically extend the term of this Agreement upon the terms and conditions set forth herein, unless a prior termination notice has been issued by either party.

Licensee's Processing Fees:

Nationwide Eviction shall charge a processing fee for each transaction processed across the Nationwide Eviction platform. The amount of the processing fee is based on the licensee's volume commit at the beginning of the contractual term. Pugh, Hagan, Prahm, PLC agrees to pay such fees to Nationwide Eviction within 15 days of receipt of the invoices therefore. The aforesaid processing fees shall be as follows:

Pricing:

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| a. Eviction Processing Fee: | \$10.00/transaction |
| b. Writ Processing Fee: | \$10.00/transaction |

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| Per Transaction Real Page & Yardi Fee | \$1.00/transaction |
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| Per Transaction Miscellaneous Invoice Fee | \$2.00/per invoice |
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| Per Transaction SCRA fee | \$0.50/per transaction |
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Relationship

- a. The Licensee shall be considered to be an independent entity and no party shall become bound by any representation, act or omission of the other party.

Termination and Defaults

Licensee acknowledges and agrees that complete performance of all the terms of this Agreement is necessary for the protection of Licensor and the Marks and that complete and exact performance by Licensee of each of its promises contained herein is a condition to the continuation of this License. The following shall be considered to be "Events of Default" of this Agreement:

- I. Licensee fails to pay any License Fees that are due and owing to Licensor or any of its Affiliates and fails to cure such default within 30 (thirty) days after Licensor gives electronic notice thereof;
- II. Licensee or any affiliate breaches any term of this Agreement and, if capable of cure, the breach is not cured within 30 days following Licensor providing electronic notice thereof.
- III. Conducting the business of the Licensed business in such a manner so as to affect materially and adversely affect the goodwill or reputation of Licensor, its products, or Marks;

Upon the occurrence of an Event of Default, Licensor may, at its election, provide Licensee electronic notification thereof and demand Licensee to cure said Event of Default within 30 days. In the event Licensee shall fail to cure any such Event of Default, then Licensor may declare this Agreement and all rights granted hereunder to

be terminated effective 30 days from the date such notice of termination is provided to Licensee. The right of termination herein shall be in addition to, and not in lieu of, any and all other rights and remedies of Licensor, including, without limitation, damages for breach.

If Licensor shall breach or fail to perform any of its material obligations hereunder, Licensee may, at its election, terminate this Agreement within 30 days advance electronic notice to Licensor.

No Warranties

Licensee acknowledges that the success of this business venture contemplated by this Agreement depends primarily on the ability of Licensee as an independent business owner. Licensee acknowledges that neither Licensor nor any other person has guaranteed or warranted that Licensee will succeed in the operation of the Licensed Business, nor has made any representation as to anticipated revenues, earnings, or profitability. Licensee further acknowledges that there have been no representations, promises, guarantees or warranties of any kind made by Licensor to induce Licensee to execute this Agreement, except as may be specifically provided for in this Agreement. Licensee further acknowledges that it has received all information, which, in the opinion of Licensee, is necessary for Licensee to decide whether to enter into this Agreement.

Disclaimer The Nationwide Eviction application ("Software") is supplied **AS IS** and with all faults. Nationwide Eviction does not make or pass on to the Licensee any warranty with respect to the Software, including but not limited to any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose.

Limitation of Liability In no event, whither based on negligence or otherwise, will Nationwide Eviction be liable to the Licensee with respect to the application for any direct, indirect, consequential, special, punitive or incidental damage (including loss of profits, lost rents, loss of data or cost of procurement of substitute goods, technology or services) arising out of the use or the inability to use the Software. This allocation of risk is reflected in the Licensor's prices.

Service Interruptions Service may be interrupted from time to time for a variety of reasons. Nationwide Eviction is not responsible for any interruptions of service that occur due to acts of God, power failure or any other cause beyond its reasonable control. However, because Nationwide Eviction values its customers, for an interruption of a significant length of time that is within its reasonable control, upon the Licensee's request, it will provide what it reasonably determines to be a fair and equitable adjustment to the Licensee's account to make up for such service interruption. This will be the Licensee's sole remedy and Nationwide Eviction's sole duty in such cases.

Assignment by Licensor

Licensor may assign this Agreement or any rights hereunder to any person or entity.

Governing Law

This Agreement shall be interpreted and governed by the internal substantive laws of the State of North Carolina, in the United States of America.

Arbitration

- (a) The parties agree to attempt to resolve any disputes, which arise under this Agreement. In any case where a dispute cannot be resolved between the parties, the parties agree to submit the dispute for binding arbitration in accordance with the rules of the American Arbitration Association (AAA).

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first shown above.

Licensor:

Nationwide Eviction Services, Inc.

Licensee:

TBD