

VIPER VERIFIED SERVICE AGREEMENT

This Agreement ("Agreement") is entered into on _____, by and between Viper Verified, LLC, 44 Milton Ave., Alpharetta, GA, 30072; a Georgia limited liability company ("Viper"), and _____; ("Client"). Viper and Client are collectively referred to herein as "Parties".

RECITALS

Viper gathers, provides and utilizes public record vendor data intended to be used for a permissible purpose via the Viper cloud-based system to its Client base having a permissible purpose and use for such information.

Client is an owner or manager of real property and desires to evaluate and manage its vendors and service providers (hereinafter "Vendors") as contained in Client's "Vendor List" within the Viper database to determine whether, at the time Vendor information is collected, those Vendors meet certain standards related to licensing, insurance compliance, financial character and other related standards that Client deems material to its decision to hire or engage vendors.

NOW, THEREFORE, in consideration of the foregoing Recitals the Parties desire to agree as follows:

AGREEMENT

A. Services Provided

Viper will collect information pertaining to Client's existing and prospective Vendors as directed by Client on Schedule A, attached hereto and by this reference made a part hereof, to ensure that such Vendors meet the standards specified by Client to be deemed "compliant" and to allow Client 24/7/365 access to the information gathered.

B. Exclusivity

Client will exclusively utilize only Viper for screening and evaluation of all existing and prospective Vendors for all properties managed and/or owned by the Client (the "Designated Properties"), and will require all its Vendors to provide to Viper the requested information per Schedule A. Client shall provide Viper with a list of the Designated Properties during the online registration process for the Services and shall update that list regularly.

C. Compensation

Client agrees to the initial and annual renewal rates listed on Schedule A and will

require and cause its Vendors to timely pay Viper the initial and annual renewal rates set forth in the Column marked "Vendor Fees" on Schedule A.

Viper shall pay Client the annual Client Compensation described in Schedule A during the term of this Agreement.

D. Confidentiality and Protected Property

Each Party agrees that the terms of this Agreement are confidential and that the confidential information they receive from Vendors ("Vendor Information"), as well as the confidential information that the Client receives from Viper, pursuant to this Agreement may include personal information about individuals and, as such, requires confidential treatment. Each Party agrees that such confidential information will not be shared with its employees, Clients or suppliers, except those employees that have a need to know and have agreed to this confidentiality requirement.

Viper agrees that the terms of this Agreement and the information related to management of the Designated Properties are "Client Confidential Information" hereunder (as defined below).

Client agrees that all technical, developmental, operating, computer system, software, performance cost, know-how and process information of which it may become aware through Viper, the use of Viper's browser-based portal ("The Viper Application") and all idea and know-how developed by Viper, including its trade secrets, are strictly confidential and are Viper's exclusive property. Client agrees that it will not disclose this information and knowledge except to its employees who have a need to know and have agreed to this confidentiality requirement.

All confidential or proprietary data and information which Client or its Vendors enter into the Viper Application pursuant to this Agreement, including Vendor Information, is confidential and proprietary to Client ("Client Confidential Information"). Client shall own all such information and shall have access to it upon reasonable written request during the term of this Agreement. On the termination or expiration of this Agreement, Viper shall provide to Client and shall delete from Viper's systems all Client Confidential Information.

Each Party acknowledges that its breach of the confidentiality provisions in this Section would cause irreparable harm to the other Party's business and that any remedy at law would be inadequate. In the event of a breach of this Section, the non-breaching Party will be entitled to injunctive relief, without first having to demonstrate irreparable harm and without posting bond (to the extent permitted by applicable law), in addition to any other available remedies, including damages.

E. Representations, Warranties and Covenants and Disclaimers of Viper

Viper agrees that the terms of this Agreement and the property related to the Designated Properties are confidential and may not be shared other than with its employees who have a need to know.

Viper has agreements with credit reporting agencies and other third-party information suppliers that cannot guarantee the accuracy of any information reported. Accordingly, no express or implied warranties respecting the accuracy of vendor information supplied to it by others are made by Viper.

Both Viper and Client understand that occasionally vendors not on the "Vendor list" will provide services at some or all of Client's managed properties. Viper is not responsible, either directly or indirectly, for any suits or claims made or actual or consequential damages arising from or related to vendors not on the "Vendor List" and offsite Vendors.

Viper makes no representations or warranties, express or implied, concerning the value of its services or the results that may be obtained therefrom. Viper does not warrant its website solution will be uninterrupted, error-free or completely secure. Viper and its officers, directors, employees, stakeholders, agents, representatives and suppliers will not be liable for any claim, injury or damage resulting from its furnishing of, or Client's use of, the Services described in Section A or Vendor Information.

Viper does not warrant that the information it collects and provides to Client is or will be or will remain correct, complete and accurate after the date on which the information is collected.

F. Representations, Warranties and Covenants of Client

Client hereby represents, warrants, covenants and agrees that the Client has and will maintain a policy regarding the use of Vendor Information to ensure that the Vendor Information is used fairly and in compliance with all applicable laws, rules, regulations and this Agreement. The person signing this Agreement on behalf of Client represents and warrants that he/she has the express authority to execute this Agreement on behalf of Client.

G. Indemnification

Each Party (an "Indemnitor") hereby agrees to defend, indemnify and hold harmless the other Party (and "Indemnitee"), its officers, directors, employees, stakeholders, agents and representatives from and against any and all suits, actions, losses, damages, claims, demands, fines, penalties or liability of any character, type, or description, including any and all expenses of litigation, court costs and attorney fees, arising out of, or occasioned by, directly or indirectly, the Indemnitor's breach of this Agreement.

The obligations of Section D, E, F and G will survive the termination of this Agreement. The remedies contained in Section D are cumulative with other

remedies under this Agreement.

H. Term

The term of this Agreement will be one (1) year and will renew automatically for successive on-year periods unless notice of a desire to terminate is given by Client at least sixty (60) days prior to the next annual renewal date. Either party may terminate this Agreement for cause upon thirty (30) days written notice.

I. Miscellaneous

Viper has the sole right to determine, develop and modify the programming, data and equipment used to provide the Services.

This Agreement is governed by the laws of the State of Florida without regard to conflicts of law principles. Client submits to the jurisdiction of state and federal courts in Florida in any dispute concerning this Agreement and waives any claim that another forum may be more appropriate or convenient.

This Agreement shall be binding upon the parties and their respective heirs, representatives, successors and assigns, but no party may assign any benefit or delegate any duty under this Agreement, either voluntarily or by operation of law, without the prior written consent of the other party. Notwithstanding the foregoing, Viper may assign or transfer this Agreement through merger or sale of substantially all its assets. Written notice of the assignment will be given to Client at least thirty (30) days prior to an assignment or transfer.

Any controversy or claim arising out of or relating to this Agreement and without limitation, the making, performance, or interpretation of this Agreement, shall be resolved by binding arbitration in THIS IS IMPORTANT and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The commercial arbitration rules of the American Arbitration Association shall apply to the arbitration proceedings, although the arbitration shall not be held, administered, or under the auspices of the American Arbitration Association.

In the event of any arbitration or litigation to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in arbitration, at trial, and on appeal, or in any insolvency or bankruptcy proceeding or appeal thereof. The amount of such fees and expenses shall be fixed by the arbitrator or court, as the case may be.

If any part of this Agreement shall be found to be unenforceable, invalid, or illegal, or violate public policy, that part shall be severed from the remainder of this Agreement and the remaining terms of this Agreement shall continue in full force and effect unless the removal of the invalid or unenforceable part would substantially defeat the basic intent, purposes and spirit of the Agreement.

Any notice under this Agreement will be effective upon delivery in person, by email or by facsimile transmission or, if sent only by mail, three days following mailing by registered or certified mail proper address and postage prepaid. All additions or modifications to this Agreement must be in writing and executed by both parties.

This Agreement constitutes the entire agreement among the parties with respect to the subject matter and may be modified only in writing signed by authorized persons. Failure to enforce any provision in a subsequent instance or waiver of the provision itself.

Each individual signing this Agreement for a party individually warrants that he/she is authorized to do so, and that this Agreement is binding upon the party for whom the individual signs.

No party shall be responsible for any delay or failure to perform caused by adverse weather, casualty or other cause reasonably beyond its control, provided that this clause shall not excuse any party from failure to pay an amount payable hereunder on time.

Actual, reasonable out of pocket expenses for travel, lodging, and meals, if applicable, are not included should any on-site training or consulting be requested to be performed at Client's location and will be billed to Client for reimbursement.

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

Viper:
Viper Verified LLC
A Georgia Limited Liability Company

Client:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

Services Rendered

Viper will collect and/or confirm the following information pertaining to Client's existing and prospective Vendors as directed by the Client:

- Signed Vendor Agreement
- Vendor Signed W-9
- Business Verification & Government Watch List Verification
- Validate Trade Licensing
- Certificate of Insurance Review
- Rate all Insurance Carriers
- Monitor all policy expiration and cancellations

Compensation

For these services, Client's Vendors shall be charged \$199 per annum. Of that amount, \$105 shall be remitted to the Client. Remittance shall be submitted to the Client on a quarterly basis.

Additional/Optional Services

These services are not included in the current service agreement, but may be added at the Client's request at additional cost:

1. Public Data Searches

- Business: Financial competency, i.e. Bankruptcies, Judgement & Liens screening
- Owner(s): Verification of Identity, Criminal & Financial screening

2. Insurance Extras

- Specific exclusions review
- Full policy review
- Form reviews

3. 1099 Processing

- Bulk processing of annual 1099 tax forms, including mailing and IRS e-filing
- Optional TIN check for all vendors