

ONLINE DATA LICENSE AGREEMENT

This Online Data License Agreement (the “Agreement”) governs the use of this site, provided by Manufactured Multiple Listing Service (“Provider”), and the use and rights to any data obtained through this site, including by Provider’s Clients.

WHEREAS, Provider is the Provider of certain real estate information services, information products and other related services for resale to businesses providing complementary real estate data and services; and

WHEREAS, Client is a Client having such complementary data and data-related services and is desirous of using Provider capabilities.

NOW, THEREFORE, Provider and Client (collectively the “Parties” or individually a “Party”) agreeing to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. SCOPE OF THE AGREEMENT

1.1 Scope. Provider agrees to provide a restricted license during the term of this Agreement so as to permit Client to use the Provider aggregated real estate public records and any other services detailed in a Statement of Work (“the Provider Service” and “SOW,” respectively), incorporated by reference as set forth in Section 4 below. For purposes of this Agreement, a SOW shall mean the agreement signed by both parties governed by the terms of this Agreement by which the parties have agreed that Client will use the Provider Service.

2. FEES

2.1 Generally. Client will pay Provider the fees in accordance with and on the schedule set forth in each applicable SOW. Client’s payment to Provider is due no later than twenty (20) days from the Provider invoice date. Any balance not timely paid within thirty (30) days of the Provider invoice date will accrue interest at the rate of eighteen percent (18%) per annum. Client’s obligation to pay undisputed invoiced amounts is absolute and unconditional and not subject to any offset, defense, or counterclaim. As set forth in Section 4.5.2 below, Client shall remain obligated for any fees incurred when accessing Provider Services under Client logins until such time as Client notifies Provider of any unauthorized access.

Client authorizes Provider to debit Client’s provided payment information on a recurring basis for the satisfaction of undisputed invoices. Client is responsible for fulfillment of any non-payment and related non-payment fees that result from changes in its payment information without notice to Provider.

2.2 Taxes. The prices and rates for the Provider Service do not include applicable federal, state or local taxes. Client will be solely responsible for all federal, state, and local taxes levied

or assessed in connection with Provider's performance of the Provider Service, other than income taxes assessed with respect to Provider's net income.

3. **TERM**

This Agreement will commence upon the Effective Date and will continue until terminated in accordance with Article 7.

4. **RESTRICTED LICENSE**

4.1 Generally. Provider hereby grants to Client, its employees and contractors, a non-exclusive license to be an authorized user of the Provider Service, subject to the restrictions set forth in this Agreement and as described in any applicable SOW. Use of the Provider Service by any other subsidiary and/or affiliate, or for any other service other than the intended purpose, is prohibited. Where an individual ceases to be an employee or contractor of Client, such individual shall lose all rights of access to the Client's account.

4.1.1 Client represents and warrants that it shall only use the Provider Service, or resell the Provider Service to Customers that will use the information contained in the Provider Service as set forth in Section 4.1.2.

4.1.2. The Provider Service will be used solely as set forth in an applicable SOW and in accordance with applicable laws. Client shall not use any information contained in the Provider Service as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or employment purposes, or for any other purposes governed by the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (hereinafter the "FCRA"). The Provider Service is not provided by a "consumer reporting agency," as that term is defined in the FCRA, and the Provider Service is not a consumer report, that the records returned as part of the Provider Service are returned in response to queries formulated by Client, and may not relate to any particular consumer nor intended to be incorporated into a consumer report, as that term is defined in the FCRA. Accordingly, (A) Client certifies that it shall not use the Provider Service for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, (5) for any other purpose deemed to be a permissible purpose under the FCRA. If Client is a "consumer reporting agency" as that term is defined in the FCRA, Client represents and warrants that (i) Client shall only use the Provider Services for its own internal research purposes; and (ii) Client shall not incorporate, include, or otherwise insert the Provider Services (or any data elements therefrom) after independent verification. Client represents and warrants that it shall assume all responsibility for the inclusion of any particular record in any Consumer Report that prepares and delivers to an End User. Furthermore, if Client is a "consumer reporting agency" Client represents and warrants

that it shall conduct its business in compliance with applicable obligations under the FCRA and applicable state consumer reporting laws.

4.1.3 Client acknowledges and agrees that (a) any access to and use by Client of all or a portion of the Provider Services will be at Client's own risk and peril, (b) due to the organization of public records and/or the nature of the query, there will be instances where no information is reported with regard to entities [or persons] who in fact have public records, (c) there is a wide diversity in the types of public records made available by various jurisdictions and in the content of such records, and (d) due to the organization of public records and/or the nature of the query, there will be instances where identifying information appears to match the query on which Provider Services are sought, which information may not pertain to an individual, chattel, or property on whom Client or Client's customer are seeking information. Provider will use good faith efforts in attempting to obtain information from sources deemed reliable; however, Client acknowledges that consumer information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, Provider cannot guarantee the accuracy and/or completeness of the real estate information furnished.

4.1.4 Client shall not use the data contained in the Provider Service to send or otherwise make marketing solicitations to consumers without their prior express written consent, nor shall Client use any information contained in the Provider Service for a purpose not authorized in this Agreement or an applicable SOW. Client agrees that if Provider determines or reasonably suspects that Client, except as permitted herein, is engaging in marketing activities, reselling or brokering the Provider Services information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, then Provider may take immediate action, including terminating any applicable SOW, or terminating the delivery of the Provider Service. Client shall not access the Provider Service from Internet Protocol addresses located outside of the United States and its territories without Provider's prior written approval. Client shall comply with all laws, regulations and rules which may, in Provider's opinion, govern the use of the Provider Service and information provided therein.

4.2 Copyrighted Materials. Client shall not remove or obscure the copyright notice, Provider brand or logo, or other notices contained on materials accessed through the Provider Service.

4.3 Compliance with Law. Client certifies and warrants, and shall cause all Customers to represent and warrant, that each Customer will comply with all federal, state and local statutes, regulations, and rules applicable to it.

4.4 Use of Information. Client hereby warrants that it will not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Provider Service (including any of the information therein) to build its own database; (b) copy or otherwise reproduce the Provider Service (including any of the information therein). Storage of any results returned by Provider, either the Provider Service or anything Derived therein, is prohibited for all other purposes except audits, customer support, or other purposes as expressly required by law. Derived means based on or having its origin in.

Subject to the prohibitions in this section, Client may use the Services (a) for Client's internal research purposes (b) to provide information regarding particular properties to Clients' clients and prospective clients; (c) to market particular properties; and (d) to support its valuation, appraisal or counseling regarding a specific property.

Unless otherwise agreed in writing, the Services are to be distributed to a limited number of Client's verifiable clients and prospective clients and are not to be commercially or generally distributed.

4.5 Provider Group Policies and Procedures. In addition to the requirements set forth elsewhere in this Section 4, Client agrees to the following:

4.5.1 Client agrees to comply with Provider policies and procedures as announced by Provider from time to time. Provider may from time to time notify Client of additional, updated or new requirements for compliance which will be a condition of Provider's continued provision of the Provider Service to Client. Client agrees to comply with such requirements as to which it has received notice from Provider and such shall be incorporated into this Agreement by this reference.

4.5.2 Client shall use at least the highest industry standard security measures to safeguard against unauthorized access to and use of the Services by any individual, computer program, or other unauthorized user. Further, Client shall implement highly professional monitoring plans under which Client shall guard against but otherwise immediately detect any unauthorized access and/or use of the Services. Client shall immediately notify Provider of any unauthorized access and/or use of the Services, respond to the incident, and mitigate any damage it has caused. Notwithstanding the foregoing, Client shall remain obligated for any fees incurred when accessing Provider Services under Client logins until such time as Client notifies Provider of the unauthorized access. In addition, Client shall notify any other person(s) required to be notified by Client under any relevant statute, regulation or order.

4.5.3 In the event that any applicable federal, state, or local law, or government regulation, rule, or order, or industry-wide self-regulation prohibits, limits, or restricts the delivery or use of the Provider Service, or any material portion thereof, then the affected Party shall provide the other Party with as much advance written notice as practicable under the circumstances. The Parties shall meet within ten (10) days following receipt of such written notice to determine whether the Parties are able to mutually agree on a solution to carry out the terms of this Agreement; provided, if the Parties, at their own discretion, are unable to reach a mutually agreed solution within ten (10) days of the Parties' initial meeting, then either Party may terminate this Agreement upon at least ten (10) days prior written notice to the other Party; provided, however, if the effective date of such legislation, regulation, rule, or order does not allow sufficient time to initiate or complete the review process and there is not a commercially reasonable manner by which to extend the termination date to coincide with such review process, then the termination shall be effective as of the effective date of the applicable legislation, regulation, rule, or order. Provider will use good faith efforts to make information on the scope and coverage of the Provider Services available electronically through its electronic interface.

5. INTELLECTUAL PROPERTY

5.1 No License. Provider does not transfer, and Client does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized or provided by Provider.

5.2 Marketing. Any marketing or press releases that reference the Provider Service or the inclusion of the Provider Service shall be reviewed and approved by Provider. Such approval will not be withheld unreasonably. Client agrees Provider may reference the partnership with Client in marketing materials and press releases.

5.3 Ownership of Data. Client acknowledges that Provider has expended substantial time, effort, and funds to collect, arrange and compile Provider's consumer information database and to create and deliver the Provider Service (including the information therein). The Provider Service, the information contained therein, and the data in Provider's public record information databases are and will continue to be the exclusive property of Provider. Nothing contained in this Agreement shall be deemed to convey to Client, or to any other party, any right, title or interest, including any patent, copyright, or other proprietary right, in or to the data in Provider's consumer information database(s), any database(s) itself or (except to the extent of the limited license granted in Section 2.1 of this Agreement) to the Provider Service and the information therein.

5.4 Confidential Treatment. Client hereby acknowledges that the Provider Service it receives from Provider under this Agreement may include personal information about individual Consumers or entities and, as such, require confidential treatment. In addition, Client acknowledges that it may receive other proprietary and confidential information from Provider including but not limited to technical, developmental, operating, computer system, software, performance, cost, know-how and process information. Client warrants to Provider that (a) except as otherwise permitted by this Agreement or an applicable SOW, it will maintain the information obtained through Provider in strict confidence and will not disclose such information other than to its employees who have a need to know and (b) will use the information only for purposes of this Agreement. Upon termination of this Agreement or at the request of Provider, Client will promptly return to Provider all Provider confidential information and any copies thereof provided to it. Unless otherwise required by applicable law, Client agrees to keep the terms of this Agreement strictly confidential.

5.5 Prohibited Uses. Except as specifically set forth in Article 4 hereof or as may otherwise be agreed to by the parties in writing, Licensee shall not:

- distribute, disclose, copy, reproduce, make available, upload, post, communicate to the public by telecommunication, display, publish, transmit, assign, sublicense, transfer, provide access to, sell, directly or indirectly, any portion of the Services by any means (including without limitation the Internet, any bulletin board system, electronic network, listing service, or any other data sharing arrangement) to anyone other than the Authorized User and its employees, or modify, adapt or create derivative works of the Services; or

- store, copy or export any portion of the Services into any database or other software program.

Notwithstanding any other provision herein, Client shall not, without the express written permission from Provider:

- use any portion of the Services, including any portion independently verified or confirmed by Client, to create, directly or indirectly, any database or product;
- access or use the Services if Client is a direct or indirect competitor of, or provides any portion of the Services to any direct or indirect competitor of, Provider or its affiliates;
- modify, merge, scrape, disassemble or reverse engineer any portion of the Services;
- use, reproduce, publish, or compile any information or analysis for the purpose of selling or licensing it; or
- use any portion of the Licensed Product in a manner that would violate any United States, United Kingdom, Canadian, European Union or other international, provincial, state or local law, regulation, rule, ordinance or common-law principle, including those relating to real estate practice, competition, marketing, advertising, defamation, securities, spam and privacy.

6. **INDEMNIFICATION, LIMITATIONS AND INSURANCE**

6.1 Disclaimer of Warranty. Provider will use reasonable efforts to deliver the Provider Service requested by Customer; *provided, however*, that the Client accepts, and Client shall ensure Customer accepts, all information “**AS IS.**” Because the Provider Service involves conveying information provided to Provider by other sources, Provider cannot and will not, for the fee charged for the Provider Service, be an insurer or guarantor of the accuracy or reliability of the Provider Service, data contained in its database, or in the Provider Service. PROVIDER DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, INFORMATION IN THE SERVICES OR THE MEDIA ON OR THROUGH WHICH THE SERVICES ARE PROVIDED AND SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ANY MEMBER OF PROVIDER’S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES OR INFORMATION THEREIN.

6.2 Indemnification. Notwithstanding any other provision to the contrary contained herein, Client will indemnify, defend, and hold Provider harmless from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorneys’ fees, which may be asserted against or incurred by Provider, arising out of or resulting from the use, disclosure, retention, storage, sale or transfer of the Provider Service (or information therein) by

Client or Client's breach of this Agreement. Client covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against Provider, its officers, directors, employees, contractors, agents, or subscribers arising out of or relating in any way to the Provider Service (or information therein) being blocked by Provider or not being accurate, timely, complete or current.

6.3 Limitation of Liability. Client acknowledges that Provider maintains a database, updated on a periodic basis, from which Client obtains the Provider Service, and that Provider does not undertake a separate investigation for each inquiry or request for the Provider Service made by Client. Client also acknowledges that the prices Provider charges Client for the Provider Service are based upon Provider's expectation that the risk of any loss or injury that may be incurred by use of the Provider Service will be borne by Client and not Provider. Client therefore agrees that it is responsible for determining that the Provider Service is in accordance with Provider's obligations under this Agreement. If Client reasonably determines that the Provider Service does not meet Provider's obligations under this Agreement, Client shall so notify Provider in writing within ten (10) days after receipt of the Provider Service in question. Client's failure to so notify Provider shall mean that Client accepts the Provider Service as is, and Provider will have no liability whatsoever for the Provider Service. If Client so notifies Provider within ten (10) days after receipt of the Provider Service, then, unless Provider disputes Client's claim, Provider will, at its option, either re-perform the Provider Service in question or issue Client a credit for the amount Client paid to Provider for the nonconforming Provider Service. Client agrees that the credit for nonconforming Provider Service shall be Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated. IN NO EVENT SHALL PROVIDER BE LIABLE TO CLIENT OR TO ANY CUSTOMER OR THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF PROVIDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. AMENDMENTS AND TERMINATION

7.1 Amendments. This Agreement may be amended only by a written instrument signed by both parties.

7.2 Termination. Notwithstanding any other term in this Agreement, (a) Provider may unilaterally terminate this Agreement and any SOW immediately, or take any lesser action Provider believes is appropriate, including but not limited to blocking Client's access to the Provider Service and/or charging Client a fee for auditing Client to ensure compliance, if Provider believes in its sole judgment, that Client has failed to comply with any of its obligations hereunder, including any obligation under Articles 4 or 5 of this Agreement or the failure to pay in full, without set off, all monies due to Provider within sixty (60) days of receipt of an invoice from Provider; and (b) either party may terminate this Agreement and/or any SOW immediately in the event of any change in law or regulation which restricts Provider's ability to receive and

use the Provider Data as contemplated by this Agreement or any applicable SOW; and (c) Client may terminate this Agreement for Provider's uncured breach of its obligations hereunder.

7.3 Effect of Termination. Upon expiration or termination of this Agreement, the license granted herein will automatically terminate and Client will cease using the Provider Service (and the information therein). Client agrees to remove all data received from Provider, including the Provider Service and anything Derived from the Provider Service, from its files and databases and provide written confirmation to Provider, no later than 30 days from the date of termination, that such data and anything Derived from the Provider Service has been removed, returned or destroyed. No termination or expiration will relieve either party of any liability for monetary sums owing to the other. The provision of Articles 3, 4, 5, 6, and 8 and Section 7.3 shall survive the expiration or termination of this Agreement.

Upon Client's breach of any term of this Agreement that leads to a termination of this Agreement, all fees payable hereunder shall become immediately due and payable in full, and in addition to the foregoing, Provider's remedies shall include any damages and relief available at law or in equity. If Provider retains any third party to obtain any remedy to which it is entitled under this Agreement, Provider shall be entitled to recover all costs, including attorney's fees and collection agency commissions, Provider incurs.

8. MISCELLANEOUS

8.1 Status. The parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties. The parties acknowledge that any and all rights not expressly granted pursuant to this Agreement are reserved to the respective party and that neither party will have any right, power or authority to obligate the other to any contract, term or condition.

8.2 Excusable Delays. Provider will not be liable to Client for any delay or failure in its performance of any of the acts required by this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.

8.3 Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, which are intended to supersede any choice of laws rules which might require the application of the laws of another jurisdiction. Both parties hereby consent to the jurisdiction of the state courts of the State of Delaware with respect to actions brought to enforce or interpret this Agreement and all other disputes between the parties. Venue for all lawsuits shall be in any state court located in the State of Delaware, including the Delaware Court of Chancery in and for New Castle County. The prevailing party in any lawsuits, including appeals, shall be entitled to an award of its

reasonable attorneys' fees and costs. All parties expressly waive trial by jury and agree any dispute shall be decided by a judge.

8.4 Severability. This Agreement shall be deemed to be severable and, if any provision of this Agreement shall be finally determined to be void, illegal or unenforceable, then it is the parties' desire and intention that such provision be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of this Agreement as if it were originally included herein.

8.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors, and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole, or in part, by Client without Provider's prior written consent. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of more than twenty percent (20%) in, directly or indirectly, or acquisition of substantially all assets of, Client, constitutes an assignment of this Agreement for purposes of this Section 8.5.

8.6 Audit Rights. Provider will have the right to audit Client to assure compliance with the terms of this Agreement. Client will provide full cooperation, and will be responsible for assuring full cooperation by its employees, in connection with such audits. Client will provide Provider or obtain for Provider access to such properties, records and personnel as Provider may reasonably require for such purpose. Violations discovered in any review by Provider will be subject to immediate action including, but not limited to, termination of this Agreement, legal action, referral to federal or state regulatory agencies, and an Audit Recovery Fee.

8.7 Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No waiver of any provision of this Agreement shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance.

8.8 Retention of Rights. Nothing in this Agreement is intended to or shall limit or restrict Provider's ability to market and sell its services, the geographic areas in which or the customers to whom Provider may market or sell its services.

8.9 Publicity. Except as specifically permitted by Provider in writing, under no circumstances will Client disclose to any third party, directly or indirectly, the terms and conditions of this Agreement.

8.10 No Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any party hereto.

8.11 Notice. All notices required or permitted to be provided to a party under this Agreement must be in writing and sent to, for Provider, Manufactured MLS, 324 Main Street, Lyons, CO, 80540, legal@manufacturedmls.com; or, for Client, at the address and email provided on the Statement of Work. Such addresses may be changed by prior written notice to the other party to the Agreement. Notices of nonrenewal may be sent to Support@manufacturedmls.com.

8.12 Subject Headings. The subject headings or captions of the articles and sections of this Agreement are included solely for purposes of convenience and reference and will not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

8.13 Contract in Entirety. This Agreement (including the exhibits, amendments and addenda hereto which are incorporated herein by this reference) sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous letters of intent, agreements, covenants, negotiations, arrangements, communications, representations, understandings or warranties, whether oral or written, by any officer, employee, or representative of either party relating thereto. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement.

8.14 Authorized Contact. Client agrees that Provider may send to Client and its employees and contractors communications, including, but not limited to, email communications about new features or products, available real estate listings, product feedback and other marketing content, which the email recipient may unsubscribe from at any time.

EXHIBIT A STATEMENT OF WORK

This Online Data License Agreement and Statement of Work (“Agreement and SOW”) are made effective as of the date set forth below (the "**Effective Date**"), by and between Manufactured MLS (“**Provider**”) and Client described below.

Description of Authorized Use of Provider Service

Pursuant to the Agreement which this SOW incorporates by reference, Client is granted a restricted license to use these Services in conformity with the Agreement:

- Free Services
 - o Unlimited searches
 - o Access to legal descriptions of all available properties including Address, year, manufacturer, vin number, and park name.

- Subscription Services
 - o Manufactured Housing Site Property Sales and Valuation.
 - o Access to comparable homes.

Fees

Client shall pay to Provider the following fees for the Services:

Subscription Service Fees of \$14.00 per month, paid in equal monthly installments.

Provider shall pass through and Client agrees to pay any public record access fees imposed by source jurisdiction.

Each year on each anniversary of the last day of the calendar month in which the Effective Date occurred, Provider may increase the Fees by a percentage equal to the percentage increase in the Consumer Price Index for the previous twelve months.

Term

The initial term of this Agreement and SOW shall be one (1) month (the “Initial Term”) from the Effective Date below. This Agreement and SOW shall automatically renew for one (1) month periods (each a “Renewal Term”), unless either party gives written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.