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Software as a Service Agreement

Introduction

This Software as a Service Agreement, hereby known as the “**Agreement**” entered into this day (MM/DD/YYYY), hereby known as the “**Effective Date**” by and between:

Inline Solutions LLC, with its office located at 7712th Street, Suite 2318, Atlanta GA, hereby known as the “**Supplier**” and;

(Client.Company) with its office located at _____ hereby known as the “**Customer**”;

Both Supplier and Customer together are collectively hereby known as “**Parties**” and individually as a “**Party**”.

Background

WHEREAS, the Supplier has developed property management software and web applications that it makes available for various customers to integrate with their systems over the Internet.

WHEREAS, the Customer wants to use the Supplier’s software and web applications more specifically defined as Services below in its company operations; and

WHEREAS, the Supplier agrees to provide said software and web applications to the Customer who agrees to use and pay for Supplier’s Services which are subject to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

Definitions

Service or Services means the certain online internet-based property management subscription software application and other associated Support Services provided by Supplier to the Customer from the URL <https://askthemax.com>.

Software means the online electronic dashboard software licensed to the Customer as part of the Service.

Support Services means the support services provided by the Supplier in relation to the Services and made available via the URL <https://askthemax.com>.

Authorized Users means the Customer's employees or contractors who are authorized to use the Services and have been supplied a login and password by the Supplier.

Customer Data means data or information submitted by Customer or Authorized Users or Supplier on behalf of the Customer to the Services including but not limited to text, photos, images, audio, videos, in whatever medium or form for the purpose of Customer's and/or Authorized User's use of the Services.

Documentation means any documentation, user guides, training manuals thereto provided by the Supplier to the Customer in relation to the use and operation of the Services.

Virus means any harmful entity, including software, files, or code, that can disrupt or damage the functionality of the Services or Documentation.

User Subscriptions Terms

Subject to the terms and conditions of this Agreement, during the Term of this Agreement, the Supplier grants to the Customer a limited subscription-based, revocable, non-transferable, non-sublicensable, non-exclusive right to access and use the Services and permit Authorized Users to use the Services solely for internal business operations and for no other purpose. Supplier shall make commercially reasonable efforts to provide Customer and Authorized Users access to the Service as per the subscription plan opted for by the Customer.

Restrictions

Customer shall not, and shall not permit the Authorized Users to or encourage any third party to, directly or indirectly:

- a. reverse engineer, decompile, disassemble, or otherwise attempt to discover or access or derive the source code, or underlying structure, relating to the Service;
- b. republish, reproduce, or copy any part of the Service;
- c. commercially exploit, modify, translate, or create derivative works based on the Service;
- d. make the Service available to any person other than the Authorized Users;
- e. use or access the Service to provide service bureau, time-sharing, or other computer hosting services to third parties;
- f. remove, modify, or obscure any copyright, or other proprietary notices contained in the Service;
- g. conduct any penetration testing or load testing or any similar testing;
- h. access the Service for any benchmarking purpose;
- i. build a product using similar ideas, features, functionality, or graphics of the Service;
- j. copy any ideas, functions, or graphics of the Service;
- k. transmit or distribute any Viruses, or any material that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person's property.

The Supplier reserves the right to remove and/or disable the Customer's access to the Services and any material if the Customer breaches the terms of this Agreement.

Authorized Users and Account Information

The Customer shall be primarily liable to the Supplier for the Authorized Users' compliance with the terms and conditions of this Agreement. Authorized Users shall not transfer or sublicense their username or right to use the Services to any third party without the prior written permission of the Supplier. The Customer and the Authorized Users are jointly and severally responsible for any acts or omissions of the Authorized Users about the use of Services. Any violation of the terms and conditions of this Agreement by any of the Authorized Users shall be considered as a violation by the Customer.

The Customer shall ensure that only accurate, complete, current, true, and valid details are provided. Supplier will not be liable for any loss or damage that occurred due to inaccurate, incomplete, or false details provided. Each Authorized User will have a unique subscription and Customer shall not permit use of one subscription for the Services to be used by multiple Authorized Users. Supplier reserves the right to monitor the number of Authorized Users and/or the usage of the Services by the Customer to ensure Customer's and Authorized Users compliance with terms herein. If the account of any Authorized User must be deleted or modified, Customer shall request the same in writing to the Supplier. The Supplier shall not be responsible for any damages or claims related to modification or deletion of the accounts.

Fees and Service Term

In consideration of the provision of the Services rendered by Supplier, the Customer shall pay applicable fees to Supplier as outlined herein.

Initial Setup Fee.

The Initial Setup Fee (one time) will total _____. The initial Setup Fee shall be payable at the time of execution of this Agreement.

Subscription Fees

The subscription fees will total \$349 per month ("**Monthly Fee**"). The Monthly Fee shall be due and payable on the first day of each month, commencing on the Effective Date.

Payment shall be made by one of the following methods:

Credit Card: The Customer authorizes the Supplier to charge the designated credit card for the Monthly Fee on the due date of each month.

Electronic Funds Transfer (EFT): The Customer shall provide the Company with the necessary banking information to initiate an EFT payment.

Check: The Customer shall make checks payable to the Supplier and send them to Supplier address. Checks must be received by the due date.

Wire Transfer: The Customer shall provide the Company with the necessary wire transfer instructions.

Customer shall be responsible for payment of all taxes including, value-added taxes (VAT), levies, duties, or similar charges relating to the Customer's use or access of Services. For the avoidance of doubt, if the Customer opts for any onsite support Service, all such reasonable, out-of-pocket travel and related expenses will be paid by the Customer in addition to the Monthly Fee.

If there are any fee modifications, Supplier shall provide a notification to the Customer. Any continuance of the Services will be considered as acceptance of the increased rates by the Customer and this Agreement shall be deemed to have been amended consequently.

The access and use of Services are dependent on timely payment of all applicable fees. The payment obligations are non-cancellable and non-refundable unless otherwise stated herein.

Unpaid amounts are subject to an interest charge as per the maximum permitted by law governing this Agreement, plus all expenses of collection. In addition to any other legal remedies available, Supplier may suspend access to Service in the event of payment delinquency. Supplier reserves the right to reimpose reactivation fees in the event the Service access is suspended and thereafter Customer requests access to the Service. All amounts payable to Supplier hereunder shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason except as may be required by applicable law. All amounts stated herein shall be payable in US dollars unless otherwise specified.

Supplier may use a third-party payment processor to process payments. The Customer acknowledges and agrees that the Supplier is not responsible for any losses or damages arising from the use of the payment processor. Customer agrees (and shall procure that its Authorized Users agree) to be bound by third-party payment processor's terms of service. Customer authorizes Supplier and applicable third-party payment processor to process the Customer's payments and charge the applicable payment method so designated by the Customer for all the payments under this Agreement. Customer agrees that Supplier shall not be liable for any issues regarding financial and monetary transactions between Customer and Stripe including any failed transactions, errors or invalid transactions, transactions not processed due to a network communication error, or any other reason. Customer hereby agrees that it is the Customer's responsibility to verify that the transaction was successfully processed.

Subscription Term

The initial subscription term of the Services will commence on the Effective Date and continue for one month ("**Initial Term**"). The Term shall automatically renew for successive one-month periods (each a "**Renewal Term**" and together with the "**Initial Term**", the "**Term**") unless either Party delivers written notice of non-renewal to the other Party at least fifteen (15) days before the expiration of the initial Term or the then-current Renewal Term.

Customer Responsibilities and Acceptable Use

Customer represents that it and/or the Authorized Users is/are the creator and owner of the Customer Data and has all the necessary licenses, rights, consents, and permissions to authorize Supplier to use the Customer Data. Customer affirms to the Supplier that the Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any applicable law, regulation or statute in any jurisdiction and shall indemnify and hold Supplier harmless for all claims of third party in relation to the Customer Data. In the event of any loss or damage to the Customer Data, Supplier shall use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Supplier. The foregoing indicates the sole and exclusive remedy of the Customer with respect to the loss or damage of Customer Data.

Supplier may compile and store an aggregated dataset based in part on data generated by Customer's use of the Services. This aggregated data can be used for various lawful purposes, including statistical analysis, research, and targeted advertising. To ensure privacy, all personally identifiable information and confidential data belonging to Customer and its Authorized Users will be removed before aggregation.

If the Supplier processes any personal information on the Customer's behalf when providing the Services, then the Customer shall be the data controller and Supplier shall be a data processor. Customer shall ensure that it holds sufficient rights (including obtaining of explicit consent from any third parties) to transfer any personal information to the Supplier to enable the Supplier to process, transfer and store the personal information. Customer hereby agrees that the Supplier will process, transmit, and/or store personal information as per the privacy policy of the Supplier available at its website <https://askthemax.com> as amended from time to time. Both parties shall implement appropriate technical and organizational measures to protect the personal information from any unauthorized or unlawful processing or loss, or damage.

Customer shall comply with and ensure the compliance of the Authorized Users with the terms and conditions for accessing the website available at <https://askthemax.com> relating to the use of Service.

Customer shall

- a. Ensure that the Service is accessed or used only by the Authorized Users;
- b. Ensure that the Service is not accessed or used at any time by more than the number of Authorized Users;
- c. Implement necessary security procedures;
- d. Notify Supplier immediately of any unauthorized use of any password or user id or any breach of security;
- e. Be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access, or otherwise use the Service;
- f. Ensure that the Authorized Users use and access the Service for the purpose solely as specified in this Agreement and follows all applicable laws;

- g. Provide all necessary information, cooperation, and assistance to Supplier.

Changes and Availability

Supplier agrees to provide Services with reasonable skill and care.

Supplier may, in its sole discretion, make any changes to the Service that it deems necessary or useful to maintain or enhance the quality or delivery of the Service.

Supplier shall utilize commercially reasonable efforts to maintain Service availability.

Notwithstanding anything to the contrary, Supplier does not guarantee 100% Service availability at any point in time.

During the Term of this Agreement, Supplier may provide updates from time-to-time. At its sole discretion, Supplier may also apply upgrades as and when commercially available. Any upgrades provided to the Customer will be charged separately at the then applicable rates.

Any additional training apart from the initial setup if required by the Customer will be provided if requested and will be charged separately at the then-applicable rates.

Proprietary rights

No term in this agreement allows the transfer or assignment of any intellectual property rights from the Supplier to the Customer. The Supplier and its licensors shall own all right, title, and interest in and to the Services including the Software, any Documentation, including all modifications, improvements, upgrades, and any derivative works related thereto and intellectual property rights including without limitation copyright, trademark, design, patent, and all other intellectual property rights therein.

All Customer Data is owned by the Customer. Customer hereby grants the Supplier a worldwide, non-exclusive, sublicensable, royalty-free right to access and use, publish, copy, exploit and retain the Customer Data to provide the Service including duplicating the data for hosting and backup purpose.

To the extent that the Service incorporates any third-party software, then subject to all applicable terms and conditions in this Agreement and in accordance with and subject to any third-party license terms and Customer's compliance therewith, Supplier hereby grants to the Customer a non-exclusive, non-sublicensable license to use the third-party software solely for access and to use with the Service.

If any open-source software is included in the Software, such software shall be subject to applicable open-source license terms and Customer shall and shall procure that its Authorized Users comply with the applicable open-source license terms.

Confidentiality

Both Parties agree to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of the other party, any Confidential Information. "Confidential Information" means either Party's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, Software, developments, inventions, processes, formulas, designs, drawings, or other business information that is not in public domain.

Confidential Information does not include information that is publicly known at the time of its disclosure to the receiving party, is lawfully received by the receiving party from a third party not bound in a confidential relationship to the disclosing party, was already known by the receiving party before disclosure by the disclosing party, is independently developed or created by the receiving party without the use of the Confidential Information from the disclosing party; or is otherwise required by law or regulation.

The receiving party may disclose Confidential Information (a) to its affiliates and its and their officers, employees, directors, advisors with a need to know in connection with the subject matter of this Agreement, (b) following any regulatory order, provided it either gives the disclosing party reasonable notice or obtains written assurance from the applicable regulatory entity that it will afford the Confidential Information the highest level of protection afforded under applicable law.

Upon the expiration or termination of this Agreement and on the disclosing party's written request, the receiving party shall return to the disclosing party promptly or destroy all then-existing originals and copies of any Confidential Information including any materials or copies developed therefrom.

The confidentiality obligations will survive termination of this Agreement for two (2) years, provided, however, that each party's obligations hereunder shall survive and continue in effect thereafter concerning any Confidential Information that is a trade secret under applicable law.

The receiving party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the disclosing party for which the disclosing party may not be fully or adequately compensated by the recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the receiving party of its obligations under this section, the disclosing party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity.

Warranties and Disclaimer

Each Party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

SUPPLIER DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR VIRUS-FREE OR BUG-FREE OR UNINTERRUPTED OR SECURE, THAT SUPPLIER WILL CORRECT ALL ERRORS, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS OR EXPECTATIONS OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE COMPATIBLE WITH ANY OTHER SERVICE OR SYSTEMS. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR PERFORMANCE. THE ACCESS AND USE OF SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAY, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES OR LOSSES RESULTING FROM ISSUES WITH THIRD-PARTY SERVICE PROVIDERS. ADDITIONALLY, SUPPLIER DOES NOT PROVIDE ANY WARRANTIES REGARDING THIRD-PARTY SOFTWARE INCORPORATED INTO THE SERVICE.

Liability

Customer will indemnify and hold harmless Supplier, its respective affiliates, officers, agents, employees, and successors and assigns against any claims, losses, damages, liabilities, and reasonable legal fees that result from the gross negligence of or breach of this Agreement by the Customer or its Authorized Users or infringement or alleged infringement of any intellectual property rights that occurs in connection with this Agreement or use of Services.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR FOR ANY EMOTIONAL DISTRESS OR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, LOSS OF DATA OR LOSS OF CONTENT ARISING IN CONNECTION WITH THIS AGREEMENT.

EXCEPT THE INDEMNIFICATION OBLIGATIONS STATED HEREIN AND FOR BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SUPPLIER DURING THE LAST TWELVE (12) MONTHS PRECEDING THE DATE OF CLAIM.

Termination

Either party can terminate this Agreement by giving the other Party at least 15 days of written notice. Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach. If either Party is dissolved, ceases conduct of all its business, is unable to pay its debts, or becomes insolvent, the Agreement will be terminated.

Upon termination of this Agreement or expiration of the Term or Initial Term, all usage rights granted under this Agreement shall terminate and the Customer and Authorized Users shall cease accessing or using the Service. Supplier may at its discretion destroy or dispose of any of the Customer Data in its control subject to its right of retention as per applicable law.

General Terms

If any provisions of this Agreement are determined to be unlawful or enforceable by any court of competent authority, all other provisions in this Agreement will continue in effect.

The rights and remedies of each Party may be waived only by a specific written waiver. Delay in exercising or non-exercise of any right or remedy does not constitute a waiver of that right or remedy, or any other right or remedy.

This Agreement constitutes the entire understanding of the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements or understandings, express or implied, written, or oral, between the Parties.

This Agreement shall be governed by and constructed in accordance with the State of Georgia, United States. The Parties agree that the courts of State of Georgia have exclusive jurisdiction to settle any claim or dispute that arises out of this Agreement.

Any provision of this Agreement may be amended, only by written agreement between the Parties.

All communications under this Agreement shall be in writing and will be delivered by email or by post/courier at the address set out in the heading of this Agreement.

All obligations to preserve the Confidential Information, intellectual property, and other disclaimers, and limitation of liability or any provision which by their nature should survive shall survive the termination of this Agreement.

Supplier is an independent contractor, and each Party agrees that no partnership, joint venture, employment, or agency relationship exists herein.

This Agreement shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) concerning any provision hereunder.

Both Parties shall comply with all applicable laws including any export laws concerning the provision and use of the Services. In specific, the Customer shall comply with any real estate and property laws, professional standards or rules as applicable.

Customer shall not assign this Agreement without the prior written consent of Supplier.

Except the payment obligations of Customer, neither Party shall be considered in default in the performance under this Agreement to the extent the performance is prevented or delayed by a force majeure event such as fire, flood, strike, lockdown, epidemic, war, or an act of God or an act of third party including any subcontractors of the Supplier.

Supplier may engage subcontractors including but not limited to partners, affiliates, subsidiaries, agents, representatives, associates, in the provision of all or part of the Services, provided, however, Supplier shall remain liable for the performance of such subcontracted obligations.

Certain additional services provided may be subject to additional terms and conditions which will be agreed between the Parties.

The Service provided under this Agreement is on a non-exclusive basis. Nothing shall be deemed to prevent or restrict the Supplier's ability to provide the Service including any features or functionality first developed for Customer, to other parties.

This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

Signature Block

Accepted and agreed.

Signed For and on behalf of _____ Inline Solutions LLC	
Date of Signature	

Signed For and on behalf of _____ (Customer Name)	
Date of Signature	