



## Order Form

### Client Information

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Technical Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Website: \_\_\_\_\_  
Total # of Units Managed: \_\_\_\_\_

Primary Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Billing Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_

Please check the products you are ordering:

- WebLinx:**  
Total Annual Fee: \_\_\_\_\_  
Integrate with VaultWare (Yes/No)? \_\_\_\_\_ (If Yes, please order DataLinx as well)  
Desired Implementation Date: \_\_\_\_\_
- DataLinx:**  
Total Annual Fee: \_\_\_\_\_  
Desired Implementation Date: \_\_\_\_\_

### Providing Client Content

The Client's content is defined as any text, images, floor plans, rent, availability, attachments or other information relating to the Client's company, properties, units or other holdings that the Client wishes to be displayed on the Client's website or on any RentLinX Multi-List Partner's website. The Client is solely responsible for supplying and maintaining this content in the RentLinX database via manual data-entry, or data-feed from the Client's computer(s). Client is responsible for complying with all local, state and federal laws, including the Fair Housing Act.

### WebLinx Service

RentLinX will integrate the WebLinx apartment search with Client's existing website. RentLinX will display the Client Content on Client's website. Visitors to Client's website will be able to search Client's properties and view rent, availability, photos, floor plans, maps and attachments. The WebLinx service includes installation, support, nightly database backups, data recovery (in the event of accidental data loss), software maintenance, and upgrades; along with hosting and bandwidth for the apartment search pages.

## DataLinx Service

RentLinx will process a data-feed from Client's existing property database to the RentLinx database on a daily or weekly basis. This service includes the initial setup, support, and any modifications necessitated by changes to Client's database structure.

## Fees

The fee is based on the total number of units under management, and is subject to change. (A unit is either an individual apartment within a complex, or simply the property itself in the case of a house that rents under one lease.)

| Number of Units | Annual WebLinx Fee                                       | Annual DataLinx Fee                                      |
|-----------------|--|--|
| 10 or fewer     | \$120  | \$500  |
| 11 - 50         | \$240  | \$500  |
| 51 - 100        | \$360  | \$500  |
| 101 - 200       | \$480  | \$500  |
| 201 - 500       | \$720  | \$500  |
| 501 - 1,000     | \$960  | \$500  |
| 1,001 - 2,000   | \$1600   | \$1,000  |
| 2,000+          | \$800 per 1,000 units (rounding up to the nearest 1,000) | \$500 per 1,000 units (rounding up to the nearest 1,000) |

## Payments

RentLinx will invoice Client annually, in advance, for the services provided. Payment terms are net 30 days. RentLinx will add 1½ percent carrying charge per month to any unpaid balance over 45 days old.

## Term

This agreement shall be effective on the Authorized Signature Date (below) and continue until terminated in accordance with this Order Form.

## Proprietary Information

RentLinx and Client will instruct their employees to treat all information received from each other's organizations as proprietary and to disclose this information only to those employees who have a need to use such information in the performance of their employment obligations.

## Intellectual Property Ownership

RentLinx alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service, the WebLinx technology, the DataLinx technology and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Service. The use of any RentLinx service does not convey to Client any rights of ownership in or related to the Intellectual Property Rights owned by RentLinx.

## Liability

Client agrees that RentLinx's liability for damages, if any, shall not exceed the last ninety days charges paid to RentLinx for the services rendered during that time. This shall be Client's exclusive remedy. Client further agrees that RentLinx will not be liable for any loss of profits, nor for any claim or demand against Client by any other party. No action, regardless of form, arising out of the services, may be brought by either party more

than one year after the cause of action has accrued, except that an action for non-payment may be brought within two years of the date of the last payment. In no event shall RentLinx be liable for incidental or consequential damages, even if RentLinx has been advised of, knew or should have known the possibility of such damages.

### Internet Delays

RentLinx's services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. RentLinx is not responsible for any delays, delivery failures or other damage resulting from such problems.

### Client's Public Content License

The Client's public content is defined as any Client information that is publicly available on the Client's website or on any RentLinx Multi-List Partner's website. The Client agrees to grant RentLinx a non-exclusive, perpetual, irrevocable and royalty-free right to use this public content for marketing, demonstrations, advertising and other purposes related to RentLinx' products. The Client maintains the copyright and ownership of all of the Client's content.

### Cancellation

RentLinx or Client may terminate the service for any reason by giving 30 days written notice. The Client will be billed for all services rendered through the termination date of the service. No refunds will be issued.

### Severability

The invalidity or unenforceability of any provision of this agreement shall in no way affect the validity or enforceability of any other provision of this agreement.

### General

This agreement shall be governed and construed in accordance with the internal laws of the State of Michigan and shall constitute the exclusive and entire agreement between RentLinx and Client, superseding all prior verbal or written communications or agreements, with respect to the furnishing of RentLinx' services. No provision of this agreement shall be deemed waived, amended, or modified by either party unless such waiver amendment or modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment, or modification.

### Signatures:

By signing below, Client orders the selected products and agrees to the Terms and Conditions listed above.

Purchase Authorized By:

Accepted by RentLinx:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_