



SOFTWARE as a SERVICE AGREEMENT Terms and Conditions

OpenTech Alliance, Inc. 2501 W. Dunlap Ave. Suite 255, Phoenix, AZ 85021 Phone: 602 749 9370 Fax: 602 324 8658

This Software as a Service Agreement ("Agreement") is between Customer and OpenTech Alliance, Inc. located at 2501 W. Dunlap Ave. Suite 255, Phoenix, AZ 85021 ("OpenTech").

ACCESS TO THE SERVICES

Subject to the terms and conditions of this Agreement and Customer's payment of all fees, OpenTech grants Customer a nontransferable and nonexclusive right to access and use OpenTech's hosted services listed in this Agreement, including any embedded third party technology, updates, features and related materials made accessible to Customer by OpenTech (the "Service") solely for Customer's self-storage business in the territories set forth in this Agreement. All rights not expressly granted to Customer hereunder are expressly reserved by OpenTech. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other intellectual property and proprietary rights in the Service and all improvements, enhancements, or modifications thereto shall remain the sole and exclusive property of OpenTech. Customer shall not (nor shall it permit any third party to): (i) copy or manufacture the Service or any portion thereof or otherwise use the Service to develop a competing product or service; (ii) translate, modify, adapt, enhance, extend, decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Service or any portion thereof or remove any proprietary, disclaimer, or warning notice thereon; or (iii) use or allow the transfer, transmission, export, or re-export of the Service or any portion thereof outside the territories set forth in this Agreement or otherwise in violation of applicable law. Customer may not assign, transfer, or delegate its rights or obligations hereunder without the prior written consent of OpenTech. All terms of this Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, and legal representatives.

CONFIDENTIAL INFORMATION

The parties agree that information designated by a party as confidential or reasonably understood by the parties to be confidential, is confidential and proprietary to the disclosing party, and each party agrees to keep such information strictly confidential until the information becomes public knowledge without breach of this Agreement or similar confidentiality requirements. The Service is OpenTech's confidential information.

PRODUCT USAGE

Customer will use the Service only to provide informational texts to Customer's tenants regarding payments for their accounts. Customer represents and warrants that tenants associated with the mobile numbers have given Customer express consent to send them text messages and Customer maintains and follows a procedure for those tenants to opt-out of receiving text messages that complies with all applicable law. Customer is solely responsible for the content of text messages and all consents related to such text messages and OpenTech expressly disclaims any liability or responsibility associated with Customer's compliance obligations under applicable law. All telecommunication or Internet connections required to use the Service are Customer's responsibility.

TERM OF SERVICE

The Services are a monthly commitment commencing the first full month following STC and will automatically renew monthly unless either Customer or OpenTech gives written notice to the other party of its intention not to renew at least 30 days in advance. OpenTech may change the fees associated with the Services upon at least 60 days written notice to Customer. Customer may elect to terminate this Agreement in part with respect to certain Customer facilities, provided, however that OpenTech's then-current pricing will apply thereafter to Customer's remaining facilities.

PAYMENT TERMS

The Service fees will be invoiced monthly in advance of the Service period by email, starting with the first full month the Service is provided; if Customer requires that the invoice be sent by USPS then a \$5 service fee will be added to each invoice. The first month's Service fee will be prorated and due immediately following the completion of STC. Should any invoice for Services ordered be outstanding for over sixty (60) days, OpenTech may suspend or terminate the Agreement immediately upon notice to Customer.

WARRANTY AND LIABILITY LIMITATIONS; INDEMNITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT, ARE MADE BY OPENTECH. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OPENTECH OR ITS REPRESENTATIVES

WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF OPENTECH'S OBLIGATIONS HEREUNDER. IN NO EVENT WILL OPENTECH BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING EXEMPLARY AND PUNITIVE, WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE SERVICE WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY IN TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY. OPENTECH'S TOTAL LIABILITY HEREUNDER TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES IN ANY CASE IS EXPRESSLY LIMITED TO CREDITING CUSTOMER WITH AN AMOUNT EQUAL TO THE FEES FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. ANY CLAIM BY CUSTOMER WITH REFERENCE TO THE SERVICE PROVIDED HEREUNDER, FOR ANY CAUSE, SHALL BE DEEMED WAIVED BY CUSTOMER UNLESS SUBMITTED TO OPENTECH IN WRITING WITHIN THIRTY (30) DAYS FROM THE DATE CUSTOMER DISCOVERED, OR SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH. THIS SECTION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. OPENTECH DOES NOT UNDERTAKE OR ACCEPT ANY LIABILITY WHATSOEVER TO THE CUSTOMER FOR ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, OR LOSSES.

OpenTech shall have no liability or responsibility with respect to any dispute between Customer and Customer's clients, including any dispute arising out of, or related to, use of or access to the Service by Customer's clients. Customer agrees to indemnify, defend, and hold harmless, OpenTech, from and against any and all claims, actions, proceedings, liabilities, damages, losses, costs or expenses, including attorneys' fees, arising from Customer's clients, the acts or omissions of Customer, Customer's non-compliance with applicable law, including laws related to use of text messaging, automated dialers, and similar calling technology and laws related to debt collection, or Customer's use of the Services.

INFORMATION SECURITY

Consistent with any law or regulation applicable to the Service and OpenTech's then current practices and procedures, OpenTech will maintain and enforce administrative, technical, and physical safeguards to reasonably protect the confidentiality, availability, and integrity of any Customer data input by Customer into the Service. OpenTech will promptly report to Customer any compromise of security that it becomes aware of with regard to Customer data. THE SERVICE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT OPENTECH DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS AND OPENTECH IS NOT RESPONSIBLE FOR SUCH ACTIVITIES.

JURISDICTION

This Agreement shall be deemed to have been executed and delivered in Phoenix, Arizona. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the internal laws of the State of Arizona, without giving effect to the principles of conflict of law thereof. Any lawsuit arising from or related to this Agreement shall be brought in a state or federal court located in Maricopa County, Arizona, and both OpenTech and Customer hereby consent to the jurisdiction of such courts.

ENTIRE AGREEMENT AND MODIFICATIONS

These Terms and Conditions of this Agreement, any Exhibits or amendments attached hereto represent the entire agreement between OpenTech and Customer with respect to the Services. No alteration or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement, or exhibit to this Agreement shall be valid unless initiated by an authorized signatory of OpenTech. No modification of any of these terms will be effected by OpenTech's provision of the Service following receipt of Customer's purchase order or similar forms containing terms and conditions conflicting or inconsistent with the terms herein.



Exhibit A - INSOMNIAC Self Storage Network – Network Member SaaS Terms

OpenTech Alliance, Inc., 2501 W. Dunlap Ave. Suite 255, Phoenix, AZ 85021 Phone: 602 749 9370 Fax: 602 324 8658

This Exhibit A (ISSN Member Agreement) is a part of and incorporated into the Agreement between Network Member (as defined below) and OpenTech. Network Member hereby agrees to and accepts the following terms and conditions of OpenTech as a prequalification to joining the INSOMNIAC Self Storage Network ("ISSN"). CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT WITHOUT AN ISSN MEMBERSHIP, THE OPENTECH PRODUCTS AND SERVICES WILL NOT FUNCTION AND CANNOT BE PROVIDED.

DEFINED TERMS

Data is the information, data, content, and other material, including unit inventory, prices, and customer information stored in the Network Member's property management system ("PMS") that is uploaded to or otherwise accessible through the OpenTech Products and Services.

ISSN is an online marketplace that provides real-time connectivity between Network Member's PMS and OpenTech for the purpose of accessing the Data and providing OpenTech Products and Services.

Network Member is a self-storage facility owner, operator, or management company that is a party to the Agreement with OpenTech. For the purposes of this Exhibit A (ISSN Member Agreement) Customer is the Network Member.

ACCESS TO INFORMATION

Network Member hereby grants OpenTech a non-exclusive, world-wide, royalty-free license to access and use the Data for purposes of performing this Agreement and providing the OpenTech Products and Services.

Network Member will provide OpenTech with information related to which Network Member facilities will be connected to ISSN in accordance with OpenTech requirements. Network Member agrees that OpenTech shall have no liability, obligation, or responsibility for the content, accuracy, availability, integrity, or legality of the Data accessed or obtained from Network Member, including through Network Member's PMS. Network Member agrees to allow access to Network Member's systems by representatives of OpenTech as necessary to establish and maintain (as may be required from time to time) Network Member's connectivity to ISSN.

CONFIDENTIALITY

Tenant Data made available by Customer to OpenTech to enable OpenTech to provide and improve OpenTech Products and Services under this Agreement shall be kept strictly confidential by OpenTech and shall not be disclosed to any third party except as: 1. required by law, 2. necessary for OpenTech to provide and improve its Products and Services, 3. with Customer's prior approval, or 4. in connection with OpenTech aggregating data for use in industry reports which does not include personal identifying information.

OpenTech shall make Data available only to its personnel, affiliates, agents, subcontractors, and information system vendors where access is essential to enable them to perform their obligations under this Agreement. The rights and obligations of OpenTech in performing this Agreement may be, in whole or in part, exercised or fulfilled by OpenTech affiliates, agents, subcontractors, and information system vendors.