SOFTWARE as a SERVICE AGREEMENT

OpenTech Alliance, Inc., 2101 West Peoria Avenue, Suite 100, Phoenix, AZ 85029 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 or associated Order, 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.

MAIN CONTACT

Customer shall designate one employee or authorized agent of Customer. All technical inquiries and requests relative to any location shall be communicated to OpenTech by this person. Customer agrees that any communication from OpenTech delivered to this person be deemed delivered to Customer.

RESTRICTIONS ON USE

Customer agrees not to provide access to, information or copies of the Services, documentation or training materials to any third party without the prior consent of OpenTech.

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

Pages 1 and 2 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 initialed 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.