



COMMUNITY WEB SITE AGREEMENT Premium Plan

Site Agreement (this "**Agreement**") is entered into effective as of _____ ("**Effective Date**") by and between PROPERTY MANAGEMENT SYSTEMS, INC., a Maryland corporation whose address is 364C Christopher Avenue, Gaithersburg, MD 20879 ("**TOPS**") and the party whose name appears in the space as "Customer" on the signature page of this Agreement ("**Customer**").

Background

- A. TOPS, individually and through its designees, designs and hosts web sites for communities.
- B. Customer would like TOPS to provide services to establish Customer's web site on the terms and conditions set forth herein.

The parties agree to the following terms intending to be legally bound.

1. Definitions. Capitalized terms defined below or elsewhere in this Agreement, shall have the respective meanings ascribed to them for purposes of this Agreement.

"**Officer**" means the individual agent of Customer authorized to sign this Agreement and bind Customer and act on its behalf.

"**Administrator**" means the person responsible for setting-up, monitoring and maintaining the Community Web Site. As of the Effective Date the initial Administrator is the individual indicated on the signature page of this Agreement.

"**Features**" mean the Web Site's specific features. As of the Effective Date, the current list of Features for the Community Web Site plan are listed on the COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST attached as SCHEDULE A, provided, however, that individual Features may be deleted as selected by Customer. Additional Features and individual Features may be added or deleted by TOPS from time to time in the future.

"**Internet**" means the worldwide system of computer networks using the TCP/IP protocols.

"**Monthly Fee**" means the respective amount charged monthly by TOPS for the Services. As of the Effective Date, the current Monthly Fees are \$89.95 for the Premium Community Web Site plan. These fees are in accordance with the FEES AND EXPENSES incorporated into SCHEDULE A, attached.

"**Plan**" means the particular group of Features selected by Customer for its Web Site as indicated on Schedule A - COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST.

"**Private Features**" means those Features and areas of the Web Site, as indicated on SCHEDULE A, accessible only to Residents allowed access thereto.

"**Public Features**" means those Features and areas of the Web Site, as indicated on SCHEDULE A, accessible to the general public.

"**Residents**" means those persons owning homes or living in Customer's community that Customer provides log-in names and passwords to access to the Private Features of the web site.

"**Services**" means those services provided by TOPS as described in Section 2.

"**Web Site**" means one or a series of web pages or frames available on the Internet containing information about Customer, the Features, and other information and advertising arranged by TOPS or its designees.

2. Services. Subject to Customer's performance of its obligations under this Agreement, TOPS shall:

- i. make the Web Site available over the Internet by: (A) setting-up hosting for and having the Web Site prepared including its Features and any deletions thereof as indicated on the Schedule A - COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST); (B) scan or format up to eight photographs provided by Customer for use with the Web Site; (C) designing a simple logo for use with the Web Site; and (D) set up the Administrator's log-in name and password to allow him to administer the Web Site and configure up to 10 e-mail accounts for Residents chosen by Customer; (E) provide non-standard customization of the web site as requested by the Administrator according to the fees in Schedule E attached, and
- ii. after the Web Site is available over the Internet, provide: (A) Customer with the Web Site hosted by TOPS or its designated provider; (B) Administrator with e-mail support during TOPS' regular business hours and days (inquiries should be sent to support@topsssoft.com) to assist with questions about the Web Site; (C) monitor the Web Site to confirm that it is available and functioning; and (D) update the Web Site with new Features as may be added to the Plan from time to time.

3. Customer's Duties. In addition to its obligations under Section 5, Customer shall at all times maintain an Administrator and update TOPS with changes to the current contact, telephone, and e-mail information to reach the Administrator. Administrator shall be solely responsible for monitoring and operating the Web Site after it is made available on the Internet, including but not limited to: updating information on and monitoring usage of the Web Site, compiling, editing, or deleting content on the Web Site, and adding or deleting Residents and their log-ins and password access to Private Features. In addition, the Administrator shall: fill out and sign Schedule A - COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST, choose the color scheme, provide TOPS with original photographs to be used in its initial designing of the Web Site, and otherwise assist TOPS with its deletion of Features and other matters relating to the design and creation of the Web Site.

4. Term and Termination. This Agreement shall become effective when signed by both parties and shall remain in effect until terminated. This Agreement may be terminated (i) by either party, for no reason, on the first anniversary of the Effective Date by giving written notice at least thirty (30) days prior to the termination and, then, in the second year and beyond, by giving written notice of termination at least thirty (30) days prior to the commencement of each calendar quarter; (ii) immediately as specified in Section 5.b; or (iii) for breach of contract by either party 30 days after giving written notice (10 in the event of a failure to pay money) to the breaching party reasonably describing the nature of such party's breach, provided the breach is not cured within such period. Upon termination of this Agreement or suspension of the Services, TOPS reserves the right to deny access, erase, or remove any data stored on TOPS's facilities or otherwise relating to the Web Site, all without prior notification. In the event of the termination of this Agreement, the obligations of Customer as to any unpaid sums shall remain due and owing and the provisions of Sections 7.b, 8, and 9 shall survive in accordance with their terms.

5. Payment.

- a. Fees, Expenses, Taxes and Collection. Customer shall pay TOPS applicable fees and expenses in the amounts and at the times indicated on SCHEDULE A. TOPS reserves the right to increase Monthly Fees upon 60 days' prior notice to Customer, but TOPS shall not increase fees more than once every calendar year and not during the first year of this Agreement except as specified in section 6. Usage below. Unless otherwise agreed in advance, fees for any follow-on or additional

work shall be performed on a time-and-materials basis at TOPS' then-current rates for such work. All fees, expenses, and reimbursements shall be paid on or before their respective due dates. No taxes, duties, tariffs, customs, shipping, or other charges are included in any of the amounts described in this Agreement; where appropriate, they shall be the responsibility of Customer. Sums not paid when due shall bear interest at the rate of 1.5% per month from their due date until paid in full. Customer shall also be responsible for any and all attorneys' fees and costs of collection incurred by TOPS based on a breach or default of Customer.

- b. Refund. In the event that the Customer is not satisfied with the Web Site within the first 30 days of its availability on the Internet, so long as it provides written notice to TOPS describing its dissatisfaction within 7 days of the end of such period, TOPS shall refund to Customer any Monthly Fees paid, upon which this Agreement shall terminate.

6. Usage. The Web Site is to be used only for lawful purposes. Customer shall not violate any laws in its use, maintenance, or management of the Web Site. In the event that Web Site usage shall become disproportionately heavy (relative to the web sites of similar TOPS customers) or exceed 80 megabytes of disk space (including all content), TOPS may increase the Monthly Fee. **TOPS will not sell Residents' name, address or phone number data to third parties.**

7. Internet Connection, Hosting, and Advertising.

- a. TOPS is not responsible for the provision or operation of Customer's, Residents' or Administrator's Internet access or connection. TOPS cannot guarantee and is not responsible for the privacy, security, correctness, or access to information available over the Internet, including the Web Site. Customer understands, accepts, and holds TOPS harmless against such risks. The Web Site shall be hosted on the Internet through an independent Internet site registered to TOPS or its contractor. Such Internet sites may be provided by TOPS or a third-party service provider. Once it is available on the Internet, Administrator shall be provided password access to monitor, operate, maintain and modify the Web Site (via the HTTP Protocol) and otherwise discharge Customer's obligations under this Agreement. Each party agrees and acknowledges that TOPS shall be free to sell and insert advertising frames, banners, and other advertising on the Web Site, but shall not sell advertising in the classified ads Feature, which right is reserved to Customer. Neither party shall have any claim for advertising placed by the other party as specified in this Section 7.
- b. Customer hereby grants TOPS and its contractors a perpetual irrevocable royalty-free right and license to use, copy, display, and modify any photographs or information provided by or on behalf of Customer for use in development and setup of and display on Customer's Web Site. Nothing in this Agreement shall be deemed to convey to Customer any right or license in the Web Site, the hardware or software used to design or construct or operate it, or the copyrightable works used on or designed for the Web Site.

8. Warranty and Limitation of Liability. The Services and use of the Web Site are delivered without warranty of any kind, including, without limitation, any warranty of title, merchantability, or fitness for a particular purpose. In no event will either party be liable for indirect, special, incidental, or consequential damages, loss of profits, loss of use, or data or interruption of business arising in any way out of this Agreement, whether such alleged damages are labeled in tort, contract, or indemnity, even if such party has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, the above limitations may not apply in all cases.

9. Arbitration. All disputes, controversies, and claims arising out of the terms, operation, or interpretation of this Agreement, or otherwise relating to or arising out of the relationship of the parties shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") then in effect. The proceedings shall be held in Montgomery County, Maryland, under the auspices of the AAA. Neither party shall sue the other where the basis of the suit is a disagreement arising directly under

this Agreement except for (i) equitable relief including but not limited to infringement or misappropriation of proprietary rights, or (ii) enforcement of the arbitrator's decision in the event the other party is not performing in accordance with the arbitrator's decision.

10. Miscellaneous. The provisions of this Agreement are intended to be enforceable in accordance with their terms, and whenever possible this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any clause of this Agreement shall be prohibited by or invalid under such law, such clause shall be deemed ineffective to the extent of such prohibition or invalidity and such clause shall be severed from the remainder of this Agreement without invalidating the remainder of any provision containing such clause or the remaining provisions of this Agreement.

The laws of the State of Maryland shall govern this Agreement. Any notices required by this Agreement shall be made in writing and shall be delivered in person or mailed certified return-receipt-requested or sent by overnight delivery by a nationally recognized overnight carrier to the party's address as set forth in this Agreement. Notices shall be deemed received upon delivery or tender. Upon notice to the other parties, any party may change its address by giving notice to the other parties.

Any waiver of rights or remedies for breach of this Agreement shall not be valid unless made in writing and no previous waiver shall be deemed a waiver of any subsequent breach. This Agreement supersedes any other discussions, agreements, representations, or promises between the parties relating to the subject matter of this Agreement, whether written or oral. This Agreement cannot be amended, except by a written document signed by an authorized agent of the party to be charged with the amendment.

The rights and obligations placed on the Customer under this Agreement may not be assigned; all successors and permitted assigns of the parties shall be bound by the terms hereof. Time is of the essence in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Any purchase order or other document issued by Customer is for administrative convenience only. In the event of any conflict between this Agreement, and any purchase order, this Agreement shall prevail.

The relationship of TOPS to Customer under this Agreement is solely that of an independent contractor. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. TOPS is not to be considered the agent of Customer or any third-party provider of goods or services with regard to the performance of their respective contractual or other legal obligations.

In witness whereof the parties hereto have caused this Agreement to be executed as of the date indicated above.

CUSTOMER:		TOPS SOFTWARE:	
Customer:		Company:	Property Management Systems, Inc.
By:		By:	
Name:		Name:	Jeffrey S. Hardy
Title:		Title:	President
Date:		Date:	
Address:		Address:	364-C Christopher Avenue
		Gaithersburg, MD 20879	
DESIGNATED WEB SITE ADMINISTRATOR:			
Name:			
Address:			
Phone:			
Fax:			
E-mail:			

SCHEDULE A

COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

Directions:

The Administrator should indicate below for each Feature if they want it to be deleted from the Web Site. Features not checked shall be enabled.

Putting a check in the Resident Enabled Administration Column enables the feature so that every resident can add/edit/delete it. Leaving it blank means only the Administrators will be able to add/edit/delete and others will only be allowed to **view**.

Putting a check in the Feature Available on Public Menu means every person visiting your web site will be able to **view** this information.

Any feature can be Re-titled - indicate in the box next to feature any changes to title.

If you would like additional levels of security established - please email websupport@topsoft.com and they'll work with you to achieve the level of security and administration that best fits your association's needs.

Delete Feature?	Resident enabled administration	Feature available on public menu?	Re-title Feature to:	Feature Name
	<i>Not Available</i>	<i>Not Available</i>		Public Home Page
				Facilities
				Garage Sales
				Homes For Sale
				Homes For Lease
				Home sites For Sale
				Eforms
				Map
				Job Bids
				Classified Ads
	<i>Not Available</i>	<i>Not Available</i>		Account Info (uploaded from TOPS 2000™)
		<i>Not Available</i>		Address Book
				Announcements
				Documents
				Board/Committee listings
		<i>Not Available</i>		Live Chat
		<i>Not Available</i>		Message Board
				Request & Question Submission
				Events Calendar
		<i>Not Available</i>		Email Bulletins
				Volunteer Needs
		<i>Not Available</i>		Surveys
				Hot Links
		<i>Not Available</i>		Reviews
	<i>Not Available</i>	<i>Not Available</i>		What's New
	<i>Not Available</i>	<i>Not Available</i>		Board Only Documents
	<i>Not Available</i>	<i>Not Available</i>		Board Only Message Board
	<i>Not Available</i>	<i>Not Available</i>		Board Only Live Chat
	<i>Not Available</i>	<i>Not Available</i>		Board Reports (uploaded from TOPS 2000™)
	<i>Not Available</i>	<i>Not Available</i>		Admin Only - Vendor Database /Job Bids

SCHEDULE A

COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

Delete Feature?	Resident enabled administration	Feature available on public menu?	Re-title Feature to:	Feature Name
	Not Available	Not Available		Admin Only – Export Address Info
	Not Available	Not Available		Admin Only – Feature Description Edit
	Not Available	Not Available		Admin Only – Web Site Statistics

Module Maker: You can create Features specific to your community. You can always create additional modules after your web site is completed. In that situation, you will need to contact us so we can provide a link on the navigation bar.

Include Feature? Circle:	Module Name:
Yes No	Photo Gallery
Yes No	Recipe Exchange
Yes No	Kids Play Groups
Add any unique modules here:	

2. Domain Name

_____ **Transfer of existing domain** already registered to Management Company

Existing domain name: _____

Contact name of person who registered domain name _____

Contact Email address of person who registered domain name _____

Name of company where domain name registered _____

Account number (if applicable) _____

Account Password (if applicable) _____

OR

_____ **Specify a new domain.** Give three possible alternatives for a domain name

(i.e.: your-company.com).

First Choice: _____

Second Choice: _____

Third Choice: _____

(TOPS does not guarantee that any names are available)

SCHEDULE A

COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

3. E-Mail: - The Premium Plan comes with 10 "real" email addresses and an unlimited number of "alias" e-mail addresses. Please indicate the set-up configuration for your email accounts.

If you have an existing domain name:

Do you currently receive email at this domain? Circle one: **Yes** **No**

If you or another company are hosting an Exchange mail server for this domain, please provide IP address of this server: _____

(Setting up this mail forwarding will involve a one-time fee of \$25 and might result in a delay in receiving mail)

If you are not using an Exchange Mail Server, please list below the email addresses you want created. You get 10 real email accounts and an unlimited number of "alias" accounts.

If this is a new domain:

You can have your e-mail addresses set up as "real" addresses to be checked directly by an e-mail program or "alias" emails forwarded to real accounts. Your site comes with 10 email addresses and unlimited aliases.

"Real" Email Accounts

#	Name	Email Account (everything before @)	Password
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Alias Accounts

Email Address	Forwarded To

SCHEDULE A
COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

4. **Color Scheme:** Visit www.topshome.net/color_picker.asp and register your color scheme

5. **Fees and Expenses:**

Setup For	Fee Type	Amount	When Due
Premium	Monthly Fee	\$89.95 per month	Payments due in advance. First payment of first three months' due upon execution of this Agreement*, next payment due on _____, and on the 1st day of each calendar quarter thereafter
Premium only	Initial set-up fee	\$150.00 for each Web Site	Upon execution of this Agreement
Forwarding email to your Exchange server	Initial set-up fee	\$25.00 one-time setup fee	Upon execution of this Agreement
Premium only	Recurring domain name registration fee	\$70.00 for each domain name registered	Upon execution of this Agreement and on each second anniversary thereafter

I have carefully reviewed and filled out the above COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST specifying the deletions and edit changes to be made to the Features for the Web Site and the Web Site's Plan.

Officer or Administrator:

Signature

Name/Title

Date

* This payment may be prorated, at the option of TOPS, through the end of the calendar quarter.

SCHEDULE B
AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENT

_____ hereby authorizes

(Organization Name)

Property Management Systems, Inc., hereinafter called "**TOPS**" to initiate debit entries to

Checking Savings

account indicated below and the depository named below, hereinafter called **DEPOSITORY**, to debit the same such account.

Complete this banking information

Quarterly Amount **\$269.85** Debit Date 1st day of calendar quarter

Depository

Your Bank Name

City

State

Banking Transit / ABA #

Account No.

(9 digits)

ATTACH TO THIS FORM A VOIDED CHECK IF A CHECKING ACCOUNT, OR A SAVINGS DEPOSIT TICKET IF A SAVINGS ACCOUNT. (PLEASE NOTE: SAVINGS DEPOSIT TICKET MAY NOT INCLUDE DEPOSITORY BANK'S TRANSIT / ABA NUMBER.)

This authorization is to remain in full force and effect until **TOPS** has received written notification

from _____ of it's termination in such time and in such manner as required by the PREMIUM COMMUNITY WEB SITE AGREEMENT which both parties have signed. **TOPS** shall make reasonable efforts to act on the termination of the automatic payment promptly upon receipt of the written termination notice.

Authorized Signature for Above Account

Printed Name

Date

Authorized Signature for Above Account

Printed Name

Date

(If second signature is required)

SCHEDULE E SPECIALIZED SERVICES

The following is a schedule of charges for special services and support not included in the normal setup fees or technical support:

- | | | |
|---|----------|----------|
| 1. Convert documents to PDF.....
Or other web compatible format (Maximum charge per document - \$10.00) | \$ 0.50 | per Page |
| 2. Design E Forms
For converting existing documents and publications to e-forms, or for designing new e-forms from scratch. | \$ 15.00 | per Form |
| 3. Create Hot Links*
For adding customized hotlinks with HTML formatting, text and graphics. | \$ 5.00 | per Link |
| 4. Design Classified Ads*
Note: This applies to Classifieds or Shoppers Classifieds. Involves creating high quality ads including HTML colors, fonts, tables, graphics, coupons and text. Charge may be passed on to vendors. | \$ 10.00 | per Ad |
| 5. Graphical Design
Such as inserting clip art, photos, animation, movies, etc. to customize web pages. This is not included as part of the normal setup charges in Section 2 of the agreement. (Minimum charge 1/2 hour = \$37.50) | \$ 75.00 | per Hour |
| 6. HTML Design.....
For customizing classified ads, home pages, image maps, custom web pages, etc. (Minimum charge 1/2 hour = \$37.50) | \$ 75.00 | per Hour |
| 7. Revisions to Logo Design
After first logo design (Minimum charge 1/2 hour = \$37.50)
Note: If customer provides logo in a compatible electronic format, there is no need to make revisions. | \$ 75.00 | per Hour |
| 8. Technical Writing
write copy for web pages (Minimum charge 1/2 hour = \$37.50)
Note: Customer is asked to submit the written content for their web pages describing their organization, policies, procedures and any other items of interest they wish to have on their web site. If the customer asks TOPS personnel to write this for them, this charge will apply. | \$ 75.00 | per Hour |
| 9. Telephone Technical Support
(Minimum charge 10 min. = \$29.90)
Note: E-mail support is provided at no additional charge. This support charge applies when the customer requires assistance and help for questions and problems about the web site(s) by phone. | \$ 2.99 | per Min. |

You will be advised if there are extra costs for a service or design you request and, where practical, an estimate of the time and costs for these special services prior to the work being performed.

Officer or Administrator:

Signature _____

Name/Title _____

Date _____

* This is a customization the customer can easily perform himself or herself. Instructions are provided in the manuals, and a walkthrough may be requested from support.

** If customer provides graphics in compatible electronic format, they can be included on the site for free.

*** One free logo design is included in the setup fees. Additional designs and revisions will be charged accordingly.