

ATTACHMENT 1.

**AGREEMENT WITH TEAM SOFT SOLUTIONS, LLC FOR
HOSTED VILLAGE MANAGEMENT SOLUTIONS**

HOSTED LICENSE AGREEMENT

Offer Expires: 11/25/2021

THIS AGREEMENT is made by Team Soft Solutions, LLC (hereinafter referred to as TSS) and Somersett Owners Association, located at 7650 Town Square Way, Reno, NV 89523 (hereinafter referred to as Licensee). Licensee agrees to license from Team Soft Solutions, LLC. by its acceptance and execution of this Agreement agrees to license to Licensee, on the terms and conditions contained on this Agreement, the computer software, related documentation identified below (hereinafter referred to individually and collectively as the "Licensed Software", or "Software", or "Program", or any other commonly referred to description of media installed onto a computer system) and the Network services used to manage the data (hereinafter referred to as Network) and collectively known as the System.

1. NON-ASSIGNABLE LICENSE

Licensee agrees that payment hereunder conveys to Licensee a non-exclusive, non-assignable license for the use of the System solely for the following purposes:

- (a) to use in machine readable form on a single computer (or as many licenses purchased);
- (b) to make a single copy of the Software in any machine readable or printed form for backup or modification purposes in support of the Licensee's use of the Software on a single computer;
- (c) to modify and/or merge the Software for the use on a single computer. (Any portion of the Software merged into another program will continue to be subject to the terms and conditions of this license);
- (d) make copies of designated Software Programs, object files only, for distribution to the Licensee's personnel;
- (e) use of the Network for the management of the Software data;

LICENSEE, WHETHER THROUGH THE USE OF DISASSEMBLES OR ANY OTHER MEANS WHATSOEVER, INCLUDING BUT NOT LIMITED TO MANUAL, MECHANICAL, OR ELECTRICAL, SHALL NOT DERIVE SOURCE CODE FROM ANY OF THE SOFTWARE, OBJECT CODE, OR OTHER INFORMATION MADE AVAILABLE BY TEAM SOFT SOLUTIONS, LLC OR FROM ANY OTHER SOURCE WHATSOEVER. ANY ATTEMPT TO DO SO SHALL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT AND ANY AGREEMENT TO WHICH IT IS MADE A PART.

2. PROPRIETARY RIGHTS AND INFORMATION PROTECTION.

- (a) Licensee recognizes that the Software licensed hereunder constitutes valuable trade

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Licensee _____ TSS _____

secrets of TSS accordingly; Licensee agrees that it shall protect and hold in confidence all Software furnished to it by TSS.

- (b) Licensee agrees to notify TSS immediately of the possession, use, or knowledge of Software or any other item or information furnished or made available to Licensee under this Agreement by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Licensee shall promptly furnish TSS with full details of such unauthorized possession, use, or knowledge, if and to the extent known by Licensee, and shall take reasonable steps to prevent the reoccurrence of such possession, use or knowledge. TSS shall have the sole and exclusive option to control and initiate any legal, equitable or administrative proceedings to protect TSS rights in and to Software, including the licensing thereof. Licensee's compliance with this section shall not be deemed to derogate from any of TSS legal or equitable remedies for breach of any other provision of this Agreement. Without waiving any legal remedy, TSS may elect to seek equitable injunctive relief, it being acknowledged that TSS remedy at law is inadequate.
- (c) The Licensee shall maintain accurate and up-to-date records of the number and location of all copies of the Software. The Licensee shall ensure prior to disposing of any media, that any Software contained herein shall have been erased or destroyed and shall further keep records of such disposal. All of Licensee's records with regard to the Software shall be made available to TSS at all reasonable times at TSS request, and Licensee shall certify to the truth and accuracy thereof. Licensee agrees to notify TSS immediately if any errors are discovered in such records, and to destroy or return any copies or originals of Software, which Licensee is not currently authorized hereunder to possess.
- (d) A breach by the Licensee of any of the provisions of this Agreement pertaining to the Software and use thereof, or any unauthorized use of Software, Network and/or System, shall entitle TSS to terminate any and all existing licenses of Software to Licensee and access to the Network. Nothing herein shall be deemed to limit in any way TSS remedies for Licensee's breach of this Agreement or any unauthorized use of Software. Licensee shall be liable to TSS for any and all damages that TSS may suffer by reason of such breach or unauthorized use, whether it is purposeful or not. A breach of this Agreement shall be deemed a breach of any agreement to which this Agreement may be a part.
- (e) The Licensee is responsible for all activity occurring under its license and shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. The Licensee shall:
 - (i) notify TSS immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
 - (ii) report to TSS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you or your users; and
 - (iii) not impersonate another TSS user or provide false identity information to gain access to or use the Service.
- (f) TSS alone shall own all right, title and interest, including all related Intellectual

Property Rights, in and to the TSS Technology, the Content and the Software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Software. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the System, the Software Technology, the Network or the Intellectual Property Rights owned by TSS. The TSS name and any Software logos, and the product names associated with the System are trademarks of TSS or third parties, and no right or license is granted to use them.

- (g) During use of the System, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the System. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. TSS and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. TSS does not endorse any sites on the Internet that are linked through the Software. TSS provides these links to you only as a matter of convenience, and in no event shall TSS or its licensors be responsible for any content, products, or other materials on or available from such sites. TSS provides the System to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.
- (h) All provisions of this Section shall survive termination of this Agreement, whether by expiration or otherwise.

3. SYSTEM SPECIFICATIONS, COMPLETION AND ACCEPTANCE.

- (a) It is understood the Software operates using a Network environment maintained by TSS. The Network infrastructure contains and manages the data used by the installed Software on the Licensee machine(s). The Licensee will use a browser interface and Virtual Private Network (VPN) software program for encryption, transmission, access and storage of the Software data. The Licensee has full access to the Licensee information using the Network VPN tunnel, which should be used by the Licensee to backup all information remotely, as TSS is not responsible for remote backups, although TSS will maintain onsite daily backups of information stored on the Network with a weekly backup moved offsite in a secured environment for emergency recall situations.
- (b) Each User of the System **must** have a currently licensed anti-virus product installed on each machine accessing the Network.
- (c) The Software uses an Internet based authorization method that will validate Licensee daily access and can be used to stop any interaction between the Software and data stored on the TSS Network.
- (d) User may not access the Network if you are a direct competitor of TSS, except with TSS's prior written consent. In addition, you may not access the Network for purposes of monitoring its availability, performance or functionality, or for any other

- benchmarking or competitive purposes.
- (e) You may use the Network only for your internal business purposes and shall not:
 - (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
 - (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
 - (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - (iv) interfere with or disrupt the integrity or performance of the Network or the data contained therein;
 - (v) attempt to gain unauthorized access to the Network or its related systems or networks.
 - (f) TSS does not own or assume responsibility for any data, information or material that you submit to the Network in the course of using the Software.
 - (g) Licensee understands that data imported into the Software through the use of TSS automated conversion utilities may vary in type and accuracy depending upon the source software the data is being extracted from. Therefore, TSS makes no guarantee as to the type or accuracy of the data which may be imported through the use of TSS conversion utilities from other software platforms.
 - (h) **The Licensee shall have sole responsibility for the backup, accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Software data, and TSS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.** TSS reserves the right to withhold, remove and/or discard data without notice for any breach, including, without limitation, non-payment. Upon termination for cause, your right to access or use data immediately ceases, and TSS shall have no obligation to maintain or forward any data.
 - (i) In order to use the emailing and/or texting features of the Software, Licensee must contract with a third party provider for SMTP and/or SMS services. TSS is not a provider of SMTP or SMS services.

**4. PAYMENT.
PURCHASE**

- (a) Licensee agrees to pay the listed fees of the packaged Software set forth on this Agreement in the following manner:
 - (i) Upon the execution of this Agreement, the Licensee shall pay a Software Down payment in the amount of \$0.00 percent (0%) of the total Licensed Software purchase price, and
 - (ii) the remaining balance of the purchase price is due and payable on the Completion Date.
- (b) If the Licensee fails to remit full payment within twenty five (25) days of their due date, a late charge equal to one and one half percent (1½%) per month will accrue and be payable on the amount due.

- (c) If Licensee fails to remit full payment within twenty five (25) days of their due date, Licensee's use of the Software shall immediately be suspended. License will not have access or use of the software until all past due amounts, including late charges are brought current.
- (d) If Licensee fails to remit full payment within twenty five (25) days of their due date, then TSS may declare License in breach, and terminate the license issued to License.

HOSTED

- (a) Licensee agrees to pay the listed fees of the packaged System set forth on this Agreement in the following manner:
 - (i) upon the execution of this Agreement, the Licensee shall pay a System payment in the amount based on the number of concurrent user licenses times the current license rate, plus any conversion and/or training fees pursuant to the agreement
 - (ii) a monthly charge will commence based on the current contract agreement or subsequent concurrent user license fees, including website hosting fees for each active property based on the terms pursuant to the agreement. Web site hosting fees are calculated using the Licensee database, by analyzing the number of active Company websites. Failure of Licensee to make payments is subject to immediate removal from the System and is the sole discretion of TSS
 - (iii) The monthly balance specified is for current pricing as of the contract date, excluding any web hosting charges that are calculated at the end of each month. The Licensee will be notified (30) days prior to any price or contract adjustment.
- (b) If the Licensee fails to remit full payment within twenty five (25) days of their due date, a late charge equal to one and one half percent (1½%) per month will accrue and be payable on the amount due.
- (c) The Licensee is responsible for paying for all User licenses ordered, whether or not such User licenses are actively used. You must provide TSS with valid bank account for ACH as a condition to signing up. An authorized License Administrator may add User licenses by executing an Addendum To Hosted License Agreement. Added User licenses will be subject to the following:
 - (i) added Users will be coterminous with the preexisting License Term (either Initial Term or renewal term);
 - (ii) the license fee for the added Users will be the then current, generally applicable license fee; and
 - (iii) users added in the middle of a billing month will be charged in full for that billing month. TSS reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.
- (d) The maximum disk storage space provided to you at no additional charge is 2 GB per

User license. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. TSS will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by TSS to so notify you shall not affect your responsibility for such additional storage charges. TSS reserves the right to establish or modify its general practices and limits relating to storage of Software data.

- (e) After the initial six (6) month installation period, Licensee is responsible for a minimum monthly fee of \$300.00 dollars per contract billing period, based on the total of the concurrent user license fee, and the website portal hosting fee. If monthly fees do not equal or exceed the minimum monthly fee within the prior months contract billing period, VMS support will no longer be included within the user license fee, but will instead be billed at the current per incident rate. If, during any subsequent contract billing period, Licensee monthly charges equal or exceed the minimum monthly fee, VMS support will again be included within the user license fee, for that billing period.
- (f) The hosted contract period is monthly.

5. TRAINING

TSS training is conducted via a series of live, webinar based classes. In the event that Licensee is unable, for any reason, to complete their training course, Licensee may elect to restart their training, for no additional charge, during the next available training course, provided that no more than four (4) classes have been attended in the current course. If Licensee has attended more than four (4) classes in a training course then the full training fee must be paid again, prior to the start of a repeat course.

6. LIMITED WARRANTY.

- (a) TSS warrants that the Software will conform to the Specifications for a period of 90-days after the date of Completion and Delivery of the Software, or the date of Final Acceptance, whichever is later. In order for this Warranty to remain active, the Software must not include any changes made by anyone other than the authorized TSS representative.
- (b) TSS warrants that it has full authority to grant the rights granted by this Agreement to Licensee with respect to Software without the consent of any other person; and that neither the performance of Services by TSS nor the license to and use by the Licensee of the Software and Documentation will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.
- (c) TSS warrants that Software, its license to and use by Licensee, and the performance by TSS of Services, shall be in compliance with all applicable laws, rules and regulations.
- (d) EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TSS DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE SYSTEM WILL MEET THE REQUIREMENTS OF THE LICENSEE OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUMES RESPONSIBILITY FOR THE INSTALLATION, USE AND THE RESULTS OBTAINED FROM THE PROGRAM.

7. LIMITATIONS OF REMEDIES.

- (a) TSS's sole responsibility, and the Clients sole and exclusive remedies under this Agreement shall be to terminate this agreement, stop using the software and stop the monthly fees.
- (b) **TSS SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF TSS HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF, UNDER NO CIRCUMSTANCES SHALL TSS'S AGGREGATE CUMILATIVE LIABILITY HEREUNDER WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FULL AMOUNT OF FEES PAID BY LICENSSEE UNDER THIS AGREEMENT. LICENSEE UNDERSTANDS THE RISK AND SHOULD NOT ENTER INTO THIS CONTRACT WITHOUT UNDERSTANDING TSS'S LIMITED WARRANTY.**

8. ARBITRATION.

Except in the event of non-payment by Licensee of invoices, or a violation by Licensee of paragraph 2 of this Agreement, for which TSS will have remedies in law and in equity, any controversy between the parties hereto involving the construction or application of any terms, covenants, or conditions of this Agreement, or any claim arising out of or relating to this Agreement will, on the request of one party served upon the other, be submitted to arbitration in accordance with the following provisions:

- (a) Any such dispute, controversy, or claim will be settled by arbitration in the City of Henderson, NV in accordance with the rules of the American Arbitration Association then in effect and will comply with the laws of the State of Nevada, except as herein specifically stated, and judgment upon the reward rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties hereby submit to the in personam jurisdiction of the Eighth Judicial District Court of Clark County Nevada

for the purpose of confirming any such award and entering judgment thereon. Notwithstanding anything to the contrary that may or may not hereafter be contained in the rules of the American Arbitration Association, the parties agree as follows:

- (i) Each party will appoint one person who is knowledgeable in the data processing area and familiar with the data processing industry to hear and determine the dispute within twenty (20) days after receipt of notice of arbitration from the noticing party. The two persons so chosen will select a third impartial arbitrator and their majority decision will be final and conclusive upon both parties hereto. If either party fails to designate its arbitrator within twenty (20) days after the notice provided for herein, then the arbitrator designated by the one party will act as the sole arbitrator and will be deemed to be the single, mutually approved arbitrator to resolve the controversy. In the event the parties are unable to agree upon a rate of compensation for the arbitrators, they will be compensated for their services at a rate to be determined by the American Arbitration Association.
- (ii) The costs of the arbitration will be borne by the losing party or will be allocated between the parties in such proportions as the arbitrators decide.
- (iii) The arbitrators will, upon the request of either party, issue a written opinion of their findings of fact and conclusions of law.
- (iv) Upon the receipt by the requesting party of said written opinion, said party will have the right within ten (10) days to file with the arbitrators a motion to reconsider the issues raised by said motion and either confirm or change their majority decision, which will then be final and conclusive upon both parties hereto. The costs of such a motion for reconsideration and written opinion of the arbitrators will be borne by the moving party.
- (v) The parties further agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that failure to institute arbitration proceedings within such period shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

9. GENERAL PROVISIONS.

- (a) **SEVERABILITY.** In the event that one or more of the provisions or part thereof in this Agreement or of any Schedules, Exhibits, or Attachments attached hereto shall, for any reason, be held to be unenforceable in any respect by a court of competent jurisdiction, such un-enforceability shall not affect any other provision or part thereof of this Agreement, but this Agreement shall be construed as if such unenforceable provision(s) had never been contained herein. The remaining provisions shall be given effect in accordance with their manifest intent.
- (b) **WAIVER AND SURVIVAL.** The failure of either party to insist in one or more instances upon strict performance of the covenants of the Agreement, or to exercise any option herein contained shall not be construed as a waiver, or relinquishment for the future, of such covenant or option, but the same shall remain and continue in full force.

- (c) **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of Nevada. The parties agree to submit to the personal and exclusive jurisdiction of the federal and state courts of the State of Nevada with respect to any dispute arising out of this Agreement.
- (d) **WAIVER OF JURY.** The parties waive their respective rights to have any claims arising from any of the terms, covenants or conditions of this Agreement to be heard by a jury.
- (e) **VENUE;** The parties acknowledge that the venue for any dispute arising from the terms, covenants or conditions of this Agreement is Clark County, Nevada.
- (f) **ASSIGNMENT.** Licensee may not sublicense, assign or transfer this Agreement without the prior written consent of TSS. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations without the prior written consent of TSS is void.
- (g) **INABILITY TO PERFORM.** TSS will not be liable for any delay or failure to perform any part of this Agreement on the account of an Act of God, Fire, Labor disputes of any nature, inevitable accident, insurrection or other cause beyond TSS' s control.
- (h) **CONTINUING OBLIGATIONS.** Any obligation or duty, including but not limited to financial obligations, which, by their nature, extend beyond the expiration or termination of this contract, shall survive any expiration or termination and remain in effect.
- (i) **ACKNOWLEDGMENT.** Licensee acknowledges that it has read this Agreement, understands it, and agrees to abide by the terms and conditions.
- (j) **HEADINGS.** The headings of the several Articles herein are inserted for convenience in reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.
- (k) **ENTIRE AGREEMENT. THIS AGREEMENT, TOGETHER WITH ALL APPENDICES, RIDERS, EXHIBITS OR OTHER ATTACHMENTS REFERENCED HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TSS AND THE LICENSEE AND SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, BETWEEN THE PARTIES ON THIS SUBJECT.**

ALL ADDITIONAL TERMS AND CONDITIONS AGREED TO MUST BE ADDED AS AN ADDENDUM TO THIS AGREEMENT HEREOF IS INCORPORATED IN AND MADE PART OF THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS ALL TERMS AND CONDITIONS STATED ON THIS AGREEMENT, AND THAT THIS AGREEMENT, TOGETHER WITH ALL APPENDICES OR OTHER ATTACHMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TSS AND LICENSEE AND SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, BETWEEN THE PARTIES ON THIS SUBJECT.

Accepted:

(Signature)

By: _____

Title: _____

Date: _____

Tax ID: _____

Accepted:

Team Soft Solutions, LLC
A Nevada Limited Liability Company

(Signature)

By: Michael Renaldo

Title: President / Team Soft Solutions LLC

Date: _____

EXHIBIT "A"

DESCRIPTION	QTY	COST	TOTAL
Village Management Software - VMS Client Connect: Property Management, Accounting, VMSHOAWeb, VMSXChange			
Concurrent User Licenses (hereinafter referred to as User): 2GB of data storage per User license. Minimum service fee may apply. See section 4(e) Hosted Payment.	5	75.00	375.00
Online Training Course: Training fee for the first 24 hours of training will be reduced by 50%, to \$1020.00, if shared training with at least one other client is available.	24	85.00	1020.00
Additional Online Training: per hour.	0	85.00	0.00
Property website portal hosting and VMSXChange web services: Billed monthly per active property added to VMS. Note: VMSXChange web service only access, without the use of the Client Connect website portals, is available for a flat monthly fee of \$15.00/community.			
1 - 100 Units		15.00	
101 - 200 Units		25.00	
201 - 300 Units	1	35.00	35.00
Additional \$5.00 per month for each 100 units above the first 300 per property.	30	5.00	150.00
Estimate of total monthly hosting fee based on 3300 units			
Excess Data Storage Fees: Excess of allowed User space subject to fee for each 1GB or fraction thereof	0	35.00	0.00
Maintenance Service: Includes Software updates, 10 service incidents per month. Excludes custom report creation and training. Any issues determined to be caused by VMS software defects will not be counted towards the 10 service incident total.			
Additional Service Incidents: per incident	0	85.00	0.00
TOTAL PRICE			1580.00
APPLICABLE TAX		0.00%	0.00
INITIAL BALANCE DUE			1580.00