**LIVO SERVICE AGREEMENT - MULTIFAMILY**

This Livo™ Service Agreement (“Agreement”) is entered into as of [Date Month, Day, Year] by and between Livo Holdings, Inc., a Delaware corporation (“Livo”) and [Name of Client] (“Subscriber”), such that Subscriber desires to utilize the service to facilitate the application, screening and leasing process of such rental units under their management or ownership (the “Service”). Livo and Subscriber may each be reffered to herein as the “Party” or, together, as the “Parties.”

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **DEFINITIONS**
   1. “Property” means a building or complex of contiguous structures that includes multiple single-family residential units for lease.
   2. “Unit” means a single-family residential unit within a Property.
2. **REGISTRATION**

Subscriber may register a company, Property and or Unit with the Service at <http://livo.io/signup>. Subscriber shall then use the Service to facilitate management of any Unit or Property that Subscriber owns or with respect to which Subscriber is otherwise authorized to manage.

1. **PAYMENTS & TERM**

The schedule of fees (the “Fees”) for the Service is set forth in Exhibit A attached hereto on the properties set forth in Exhibit B attached hereto. Subscriber shall pay all Fees using Check, Bank Transfer, Wire Transfer, Credit Cards or Debit Cards (the “Payment Method”). Subscriber authorizes Livo™ to charge Subscriber using the Payment Method for any amounts owing by Subscriber hereunder. Additionally Subscriber shall pay (or, at Livo™’s option, reimburse Livo for) any federal, state or local sales, use, value added or other tax, tariff, duty or assessment and any associated interest or penalties arising out of or related to any of the transactions contemplated under this Agreement (other than taxes based on Livo™’s net income).

Subscriber agrees that all invoices are due 45 days upon receipt and payable upon receipt. Subscriber shall pay a late charge of One and a half percent (1.5%) per month on the outstanding balance of any invoice that remains unpaid ninety (90) days after the invoice date. Subscriber agrees to pay any costs incurred in collecting delinquent payments, including, but not limited to actual attorneys fees, court costs and collection-agency fees.

The minimum term of this Agreement is set forth in Exhibit A.

1. **GOVERNING LAW; SUCCESSORS AND ASSIGNMENT**

This Agreement will be governed, construed, interpreted and enforced in accordance with the internal laws of the State of Delaware. All disputes arising hereunder, will be submitted to and resolved by a competent court in the State of Delaware, you agree to be subject to the jurisdiction of such courts. This Agreement will be binding upon and inure to the benefit of each party hereto, and their respective representatives, executors, successors and assigns. Subscriber may not assign its rights and obligations hereunder without the prior acceptance and approval of Livo™. Livo™ may elect whether or not to grant such consent to Subscriber in the exercise of its sole and absolute discretion.

Livo™ may assign this Agreement or delegate any of its obligations or duties hereunder at any time, and Livo™ shall not have any, and Subscriber expressly and irrevocably waives any claim against Livo™, and releases Livo™, with respect to all, liability that accrues under this Agreement.

1. **NON-SOLICITATION, CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**NON-SOLICITATION**. During the Term of this Agreement, and for one (1) year thereafter, Subscriber shall not, directly or indirectly, solicit (i) Livo™’s vendors or suppliers to do business or enter into any business arrangement with any entity or person other than Livo™ that relates to any Service or function that is similar to or competes with the Service or (ii) any person who is an employee or independent contractor of Livo™ to work for a person or entity other than Livo. This restriction applies to protect the intellectual property rights of Livo. Nothing herein prohibits Subscriber from engaging in a general solicitation (*e.g.*, solicitations via newspaper, online employment service, trade publication), so long as such solicitation is in no way directed at any Livo™ vendors, suppliers, employees or contractors.

**CONFIDENTIALITY.** Subscriber shall not disseminate or disclose, to third parties, the contents of this Agreement or any information Livo provides it that is not public information, unless authorized, in writing, by Livo’s Board of Directors. Except as required by applicable law or authorized in writing by Livo’s Board of Directors, Subscriber shall not, at any time reproduce or copy; disclose or transfer; aid, encourage or allow any other person, business or entity to gain possession or access to, use, sell, solicit, or exploit; or encourage or allow any other person, business, or entity to use, sell, or exploit, any of the contents of this Agreement or any non-public information disclosed to Subscriber by Livo.

Subscriber acknowledges that monetary damages may be insufficient remedy for unauthorized disclosure of the contents of this Agreement or other information not available to the public disclosed by Livo to Subscriber, and that Livo will be entitled to, without waiving any rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**INTELLECTUAL PROPERTY.** All drawings, renderings, instructions, manuals, and website materials (collectively “Work Product”) supplied by Livo to Subscriber shall forever remain the property of Lio and in no event transferred to Subscriber. Nothing contained herein shall grant or be deemed to grant to Vendor the right to use the names, logos, trademarks, copyrights or other intellectual property of Livo which such intellectual property shall remain property of Livo.

1. **WEBSITE TERMS AND CONDITIONS**

All interactions between Livo™ and Subscriber with respect to any and all websites serviced by Livo™ or its agents will also be governed by the terms and conditions of such websites. The website terms and conditions as published and accepted by Subscriber in the course of website use shall supersede any conflicting terms in this agreement.

1. **MISCELLANEOUS**
   1. Notices and other communications from Livo™ to Subscriber may be made via email.
   2. This Agreement constitutes the entire agreement between Livo™ and Subscriber with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written communications relating to the subject matter thereof. There being no expectations to the contrary between the parties hereto, no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner any express terms of this Agreement. This Agreement shall not be amended except by a writing executed by both parties. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
   3. The schedule of leasing tools included with the Service and the fee structures may be amended through mutual agreement of both parties via written agreement or verified online consent.
   4. If all or part of any provision of this Agreement shall be deemed invalid or unenforceable under applicable law, such provision, or the invalid or unenforceable part thereof, shall be deemed stricken from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
   5. Subscriber shall not do anything that circumvents or undermines the purpose or intent of any provision of this Agreement.
   6. ***The parties acknowledge and agree that the provisions hereof that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies in this Agreement and in the Terms and Conditions of any and all websites serviced by Livo are essential terms of this Agreement that are fundamental to the parties’ understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach or other occurrence hereunder. Without limiting the generality of the foregoing, Subscriber agrees that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.***
2. **The Undersigned hereby confirm they have the requisite authority to enter into this agreement.**

SUBSCRIBER LIVO™

[Company Name] Livo™, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: Print Name: William Lopez

Title:Title:

**Livo™ SERVICE AGREEMENT**

**EXHIBIT A**

|  |  |  |
| --- | --- | --- |
|  | Item | Cost |
| SOFTWARE PLATFORM | LIVO™  *Multifamily* | $1,200.00  *Per year/Per Property* |
| TERM | 12 MONTHS | Included |
| TOTAL PROPERTIES | xx | $22, 800.00  *Per year* |
| TOTAL APARTMENTS | xx | Unlimited |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **INITIALS:** | | | | | |
|  |  | **Subscriber** |  |  | **Livo** |  | |

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**LIVO™ SERVICE AGREEMENT**

**EXHIBIT B**

SUBSCRIBED PROPERTIES (PROPERTY NAME, ADDRESS, PHONE, UNIT NUMBERS)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | **INITIALS:** | | | | |
|  |  | **Subscribe** |  |  | **Livo™** |  |