

VINTORY, LLC
CUSTOMER AGREEMENT

THIS CUSTOMER AGREEMENT (“*Agreement*”) describes the terms and conditions under which Vintory, LLC (“*Vintory*”), a Maryland limited liability company, agrees to provide the Deliverables (defined below) to you, the customer (“*you*”, “*your*” or the “*Customer*”). Vintory and the Customer may be referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

- I. **Deliverables.** Vintory will provide Customer with the marketing and business development assets and consulting services specified in the “*Statement of Work*” attached as Exhibit A and as may be supplemented from time to time by supplemental statements of work (each, a “*Supplemental Statement of Work*”) specifying the additional deliverables to be provided to Customer (collectively, the “*Deliverables*”). Modifications to an existing Statement of Work must be made in a written change order, specifying the amendments to the Statement of Work and signed by both parties (a “*Change Order*”). Vintory will not perform any work for Customer outside the scope of the Statement of Work, except as agreed to in a supplemental Statement of Work or a Change Order.

- II. **Payments.** Customer agrees to pay Vintory for the Deliverables as follows:
 - A. **Fees and Commissions.** Customer will pay Vintory the fees and Commissions (as defined in the Statement of Work) specified in the Statement of Work, and in any Supplemental Statement of Work and Change Order, as applicable.

 - B. **Expenses.** Customer agrees to pay third-party suppliers for expenses listed in Exhibit B. Customer authorizes Vintory to charge Customer’s credit card provided during the sign-up process (and Customer’s back-up credit card, as applicable) for all expenses listed on Exhibit B. Customer agrees to provide lodging for Vintory employees and agents during any on-site visits requested by Customer, and shall reimburse Vintory for all transportation costs incurred for travel on behalf of Customer (round-trip airfare and rental car not to exceed \$1,000 per trip). All invoiced expenses are due and payable thirty (30) days from the date of the invoice. In the event of a dispute regarding any invoiced amount, Customer agrees to pay any undisputed portion while the parties negotiate in good faith to resolve the remaining issues.

 - C. **Payment Authorization.** Customer authorizes Vintory to effect payment of all sums due under this Agreement by charging Customer’s credit card (and Customer’s back-up credit card, as applicable) provided to Vintory during the sign-up process. This authorization will remain in full force and effect until termination of this Agreement and the full and final payment of all obligations of Customer due under this Agreement. This authorization shall not affect the obligation of Customer to pay such sums when due, without notice, if the charges are rejected for any reason, or if Vintory fails to charge the account.

 - D. **Overdue Payments.** All fees or expenses more than fifteen (15) days in arrears shall accrue interest at the lesser of 1.5% per month (18% per annum) or the highest interest rate allowed by law. If any fees or expenses remain unpaid by Customer fifteen (15) days after they are due, Vintory may withhold or suspend Deliverables and may terminate this Agreement pursuant to Section III (“Term and Termination”) below.

III. **Term and Termination.**

- A. **Term.** The term of this Agreement shall commence on the Effective Date and will continue for a period of twelve (12) months from the Effective Date. Thereafter, this agreement shall automatically renew for successive one (1) month periods unless either Party gives one (1) month advance written notice of termination to the other Party.
- B. **Termination for Cause.** Either Party may terminate this Agreement upon a material breach by the other Party if such material breach, if subject to cure, remains uncured for ten (10) days following written notice to the breaching Party. Vintory may terminate this Agreement without advance notice (1) if any fees or expenses remain unpaid by Customer thirty (30) days after they are due, or (2) if Customer institutes voluntary bankruptcy or insolvency proceedings or otherwise admits insolvency.
- C. **Termination Without Cause.** Vintory may terminate this Agreement for any reason upon thirty (30) days written notice to Customer. If Vintory terminates this Agreement within two (2) months of the Effective Date, Vintory shall refund any Implementation Fee paid by Customer under the Statement of Work.
- D. **Effect of Termination.** Upon termination for any reason, Customer shall pay all fees and expenses accrued as of the termination date.
- E. **Survival.** Notwithstanding anything in this Agreement to the contrary, the provisions herein shall survive any expiration or termination of this Agreement that expressly or by their nature extend beyond and survive the expiration of this Agreement.

IV. **Customer Responsibilities.** Customer understands and agrees that Vintory must rely on Customer to provide certain information and resources in order to produce the Deliverables. During the term of this Agreement, Customer will appoint one individual to be Vintory's primary point of contact ("**POC**") for Customer. Customer agrees to work closely with Vintory and to provide timely responses to Vintory's requests for information. Customer shall have sole responsibility for ensuring the accuracy of all information provided to Vintory and warrants and undertakes to Vintory that the Customer's employees assisting in the execution of this Agreement have the necessary skills, authority, and professionalism. Customer's POC, employees, and agents, shall maintain a professional and respectful demeanor while interacting with Vintory, its employees and agents. Customer agrees to conform to the responsibilities included in this Section IV ("Customer Responsibilities") and any Statement of Work and understands and agrees that failure to do so will be considered a material breach of this Agreement under Section III ("Term and Termination").

V. **Limitation of Liability.** VINTORY'S LIABILITY TO CUSTOMER UNDER OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO VINTORY FOR THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL VINTORY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL) RELATED TO THIS AGREEMENT AND/OR DELIVERABLES, OR ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, TORT, STRICT LIABILITY, INDEMNITY OR NEGLIGENCE, EVEN IF VINTORY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

VI. Disclaimer of Warranties. EXCEPT AS SET FORTH HEREIN, VINTORY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT SOFTWARE IS PROVIDED, VINTORY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

VII. Confidentiality. Each Party acknowledges that by reason of its relationship to the other Party under this Agreement it may have access to certain information and materials concerning the other Party's business, plans, customers, code and products that are confidential and of substantial value to such Party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. The terms of this Agreement shall be deemed to be Confidential Information.

A. Nondisclosure. Each Party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. No Confidential Information shall be deemed confidential unless so marked if given in writing, or, if given orally, identified as confidential orally prior to disclosure, or information which by its nature or the nature of the circumstances surrounding disclosure should reasonably be understood to be confidential.

B. Exclusions. The Parties' obligations under the paragraph above shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving Party; (ii) was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; or (iii) subsequent to disclosure, is rightfully obtained by the receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction. Whenever requested by a disclosing Party, a receiving Party shall immediately return to the disclosing Party all manifestations of the Confidential Information or, at the disclosing Party's option, shall destroy all such Confidential Information as the disclosing Party may designate (excluding this Agreement). The receiving Party's obligation of confidentiality shall survive this Agreement for a period of three (3) years from the date of its termination and thereafter shall terminate and be of no further force or effect. Nothing herein shall prohibit a Party from complying with a lawful and binding order of any court, administrative agency or other governmental entity relating to Confidential Information.

VIII. Intellectual Property.

A. Customer Content. Customer hereby grants Vintory a non-exclusive, non-transferable, limited license, revocable at will by Customer, to copy and use all content, material, and information provided by Customer, including but not limited to Customer logos, trademarks, service marks, and material subject to copyright ("**Customer Content**") solely in connection with the Deliverables to be performed by Vintory under this Agreement. Customer represents and warrants that the Customer Content is owned by Customer, or that the Customer has permission from the rightful owner to use the material or content and that such does not infringe upon any intellectual property right or other third-party rights.

B. Customer Data. All data, records, and reports directly collected by Customer ("**Customer Data**"), whether in existence at the Effective Date hereof or collected thereafter, shall be the

exclusive property of Customer. Customer's furnishing of Customer Data, or access thereto, shall not grant any express or implied interest in or license to Vintory relating to such Customer Data other than as is necessary to perform and provide the Deliverables to Customer. Upon request by Customer at any time and without regard to the default status of the parties under the Agreement, Vintory shall promptly deliver to Customer the Customer Data in electronic format and in such hard copy as exists on the date of the request by Customer.

C. License and Use of the Work Product. All works, materials, products and modifications, and data (including data collected from public records, list brokers, online travel agencies, appending services, and vacation rental permit data), developed, collected, compiled, prepared, or paid for by Vintory under this Agreement and any associated Statement of Work ("**Work Product**") shall be the sole and exclusive property of Vintory. Upon receipt of all payments due under this Agreement, Vintory hereby grants Customer a fully paid up, irrevocable, non-exclusive, and royalty-free license to use and modify the Work Product, except for the Vintory software platform (the "**Software**"), as Customer deems appropriate. For avoidance of doubt, Customer's license to and use of the Software shall be governed by the terms of the [Software License Agreement](#), which is incorporated herein by reference.

IX. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year following termination of this Agreement for any reason, the Parties shall not, directly or indirectly, hire, contract, engage, or retain any of the other Party's employees, contractors, consultants, vendors, or agents, the identity of which the Party became aware during the performance of this Agreement, without the express written consent of the other Party.

X. Dispute Resolution.

A. Arbitration. Any controversy, claim or dispute arising out of or relating to this Agreement or the interpretation or breach thereof shall, upon written demand of either Party, be submitted to and determined by mandatory binding arbitration administered and conducted by The McCammon Group, Ltd. (www.mccammongroup.com) in accordance with its arbitration rules (the "**Arbitration Rules**") governing at the time a claim is initiated. The arbitration shall be conducted in Baltimore County, Maryland before a single arbitrator chosen pursuant to the Arbitration Rules. The decision of the arbitrator shall be final and binding upon the Parties. Judgment upon the arbitration award may be entered in any court having jurisdiction.

B. Equitable Relief; Venue. Notwithstanding the foregoing agreement to arbitrate, either Party shall be permitted to seek equitable or injunctive relief from the state and federal courts located in the State of Maryland for matters relating to confidentiality, intellectual property and/or publicity. Each party irrevocably consents to the personal jurisdiction of the state and federal courts located in the State of Maryland for purposes of any lawsuit seeking to enforce this Agreement.

XI. Miscellaneous.

A. Representations and Warranties. Each Party hereby represents, warrants and covenants to the other that (1) it is an entity validly existing pursuant to the laws of the state in which it is organized and has the full power and authority to carry out the terms of this Agreement, (2) the person signing this Agreement is duly authorized to execute the same and this Agreement will be valid and binding on such Party in accordance with its terms, and (3) the execution, delivery and performance of this Agreement will not violate any other agreement or instrument to which such Party is a Party.

- B. Compliance with Laws.** Customer is solely responsible for ensuring that the Deliverables, Customer's use, and Vintory's provision thereof to and on behalf of Customer comply with all applicable federal, state, local, and foreign statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of Customer's business or the Deliverables and that Customer has filed, obtained, maintained or submitted all necessary licenses, reports, documents, forms, notices, applications, records, submissions and supplements or amendments required by law.
- C. Governing Law.** This Agreement and any controversy, claim, or dispute arising out of or related to this Agreement shall be governed and interpreted pursuant to the laws of the State of Maryland without regard to the conflicts of law provisions thereof.
- D. Assignment.** Vintory may assign subcontractors to assist Vintory with providing the Deliverables and may assign its rights or delegate its obligations under this Agreement to the surviving entity in a merger or consolidation in which Vintory participates or to a purchaser of Vintory or all or substantially all of Vintory's assets. Customer shall not assign its rights or delegate its obligations under this Agreement without Vintory's prior written consent.
- E. Indemnification.** Customer agrees to indemnify, defend, and hold harmless Vintory, its directors, officers, employees and agents with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, made by any third party due to or arising out of (1) content submitted by Customer, (2) Customer's use of the Deliverables, (3) Customer's violation of this Agreement or any portion thereof, or (4) Customer's violation of the rights of a third party.
- F. Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or joint venturer of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party.
- G. Publicity.** Upon execution of this Agreement, Vintory may publicize, at Vintory's sole expense, the fact that it has established a consulting relationship with Customer, in such format (which may include Customer's name and logo), in such publications, and at such times as Vintory deems appropriate and consistent with its customary practices for marketing its services but will not publicize Confidential Information.
- H. Force Majeure.** Vintory and its affiliates will not be liable for any for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including without limitation, acts of God, fire, strikes or labor disputes, Internet service provider failure or delay, denial of service attack, electrical or power outages, natural disasters, the elements, epidemics, civil disturbances, acts of terrorism, war, or acts or orders of government.
- I. Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

- J. Waiver.** The failure of either Party to exercise any right, or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
- K. Entire Agreement.** This Agreement, including the [Software License Agreement](#) and all Exhibits, Supplemental Statements of Work, and Change Orders attached hereto, constitutes the entire agreement between Vintory and Customer regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, concerning its subject matter. Any modification of this Agreement shall be effective only if it is in writing and signed by all Parties hereto.

EXHIBIT A
STATEMENT OF WORK

- I. Markets.** Vintory shall provide Customer with the Deliverables in the one (1) mutually agreed-upon market. Additional markets can be added for an additional fee.
- a. **Market Definition** - Each market is defined as a single geographic area, or a vacation rental destination, that can be referred to with one single phrase (ie, Panama City Beach, Outer Banks, Scottsdale).
- II. Deliverables.**
- A. Software.** Vintory shall provide Customer a license to use the Software Platform during the term of this agreement as further described in Section K of the contract.
- B. Assets.** Vintory shall provide Customer with the following marketing and business development assets:
- **Discovery / Research**
 - Key Messaging Report (USP, Features and Benefits, Risk Reversals, Trust Icons Δ)
 - **Data**
 - 2,000 lines of Absentee Owner Data*
 - Email and Phone Appends*
 - OTA Scraped Data (where available) *
 - **Sales**
 - Pro Formas (x2)
 - **3-Page Marketing Brochure** Δ
 - **Email Templates**
 - Cold Outreach Email Sequence Templates
 - Nurturing Follow Up Email Sequence Templates**
 - **Direct Mail**
 - A Maximum of **Twelve Custom Direct Mail Pieces (Postcards, Letters, etc.···)** Δ
 - **Lead Capture/Homeowner Acquisition Microsite**
 - **Landing Page Designed for Property Owners** Δ
 - **Landing Page Designed for Realtor Outreach** Δ
 - **Display Ads for Pay Per Click, IP Targeting, and Social Advertising** Δ
 - **Rental Income Estimation Calculator** Δ
 - **Digital Lead Capture Forms**
 - Customizable forms integrated with Vintory software platform
- C. Managed Services.** Vintory shall provide Customer with the following marketing and business development services:
- **Technology**
 - Software Platform Setup and Integration
 - Access to Vintory University online learning platform
 - Maximum of four 1-hour, one-on-one training sessions each year
 - Setup of Call Tracking and Recording System
 - Meeting Scheduler Setup and Integration

- Rental Revenue Projections Generator
- Consultative Calls/Meetings
 - Onboarding Period: Weekly or Bi-Weekly
 - Post-Onboarding: Monthly or Quarterly
- Email Campaigns
 - Cold Outreach
- Direct Mail Campaigns
 - Direct Mail Campaigns to Prospect List at approved schedule*
- Digital Marketing
 - PPC Management for Owner Acquisition*
 - IP Targeting based on approved budget and schedule*
 - Retargeting Management*

III. Customer Responsibilities. Customer shall provide Vintory required assets including, but not limited to, the following items prior to the start of onboarding:

Assets to Collect:

- Your logo (ideally as vector file)
- High-res images to use for marketing (ideally a mix of area, interior images, and exterior images)
- If relevant, examples of your past marketing (for brand consistency) or examples of marketing from other companies that you like
- Headshot of Business Development/owner salesperson
- Your current owner list in an xlxs or csv file format, including local site address (to make sure we are not marketing to your existing orders)
- Any written owner testimonials you may have
- Phone number and email address of business development person
- Your office address (or the address that should be used as the return address on mailers)

Deliverables and Advertising Responsibilities:

- Customer agrees to link to the Vintory approved website from their website
- Customer agrees to review each design asset within a timeframe of 72 hours (including website pages, direct mail, copy, digital designs, etc.)
- Customer agrees to executing all agreed upon advertising assets approved within the strategy
- Customer agrees to answering leads within 24 business hours of receipt

**If Customer does not have the full list of required items, Customer will work with Vintory team prior to starting the onboarding process to develop missing items.*

IV. Fees and Commissions. Customer shall pay Vintory the following fees and Commissions for the Deliverables:

A. Management Fee. Two Thousand Five Hundred Dollars (\$2,500) per month, with the first payment due on the Effective Date and subsequent payments due monthly on the same day of the month (or, if there is no such date, then the last day of the month).

B. Commissions. Waived

C. Sales Tax. Vintory will charge Customer, and Customer agrees to remit payment to Vintory, for all sales taxes (if any) arising out of or related to the Deliverables.

V. Expectations - Marketing and advertising take consistency and time to be successful. Vintory has the responsibility to deliver marketing assets and execute on the strategy, but does not guarantee results. There are many factors that need to be considered for a successful partnership including:

- Brand awareness
- Total available market (TAM)
- Competition
- Comparable commission/service rates
- Compelling offers
- Marketing materials
- Frequency of advertising
- Lead follow up time
- Sales techniques

* Additional third-party fees such as printing, postage, PPC campaigns, target lists, etc. may apply.

Δ Limited to one (1) initial draft and two rounds (2) of revisions. Additional revisions will be charged hourly at a rate of one hundred dollars (\$100) per hour.

EXHIBIT B
THIRD-PARTY EXPENSES

Customer shall be responsible for paying expenses charged by third-party suppliers, including without limitation:

1. Direct Mail
 - a. Printing Costs
 - b. Postage

2. Data
 - a. Marketing Lists
 - b. Email Lists
 - c. Phone Lists
 - d. Any Additional Data Expenses
 - e. Any Additional Appending Services

3. Digital Marketing
 - a. Google Ads
 - b. Facebook Ads, LinkedIn Ads, Twitter Ads
 - c. IP Targeting Display Ads
 - d. Any other Digital Marketing advertising network

4. Third Party Software
 - a. DocuSign – Customer can send unlimited contracts per month. Included is 20 signed contracts per month. Additional signed contracts over 20 are \$10/each.