

1.4 Exclusivity. During the term of this Agreement, Management shall not accept credit card or other Electronic Payments of Dues from Residents of properties listed on Schedule "A" hereto other than through YapStone without the prior written consent of YapStone. Transactions initiated by Residents of properties listed on Schedule "A" hereto through on-site credit card and check-swiping machines shall be processed by YapStone.

1.5 Payment of Dues Via YapStone to Associations. Management agrees that the date in which a Due payment is posted to the Web Site by a Resident over the Internet or called in by a Resident by Pay-by-Phone shall be deemed the date the Due payment is made for purposes of late fees, if any, Management may charge to such Resident. The date the Due payment is "posted" is the date the Resident manually transmits the Due payment to the Web Site over the Internet or the date the Due payment is called in by a Resident by Pay-by-Phone or the date an agreed automatic payment is initiated, whichever is applicable. YapStone shall remit to Associations all Dues paid through YapStone no later than two (2) business days following the date a Due payment is posted to the Web Site by a Resident over the Internet or called in by a Resident by Pay-by-Phone.

1.6 Resident/Association Disputes - Chargebacks. YapStone follows the payment instructions authorized by Management in this Agreement and authorized by Residents in the Resident Subscription Agreement. Management shall indemnify and hold YapStone harmless from disputes between Associations and its Residents. YapStone will provide commercially reasonable efforts to have chargebacks investigated following the initial deduction from Association bank account(s). The Associations will ultimately be liable for all chargeback liability derived from Due processed by YapStone.

1.7 Marketing Communications. The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

1.8 Proprietary Rights. YapStone represents that it owns and will retain during the term of this Agreement all proprietary rights in and to the Web Site and all development tools, routines, subroutines, applications, software and other materials that YapStone may use in connection with implementation and operation of the Web Site.

1.9 Right to Use Information. Management acknowledges that YapStone will compile certain information related to the usage of the Web Site and activities thereon. Such information may include, but not limited to, the volume of Due payment transactions and the value of Due payment transactions. Management agrees that YapStone is authorized to use, reproduce and generally make such information available, as YapStone may deem appropriate, provided that Management and the Resident will in no case be individually identifiable except as otherwise permitted herein. Neither Management nor any Resident shall be entitled to notice of such use, nor any fees derived therefrom.

1.10 Modification of Services. YapStone may, and reserves the right to, modify the features and functionality of the Web Site, at any time and from time to time without notice; provided, however, that YapStone will not modify the Web Site in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Management of any such modification.

1.11 Payment for Services. In consideration for the aforementioned Services, Management agrees that Residents will pay YapStone "Fees". Such Fees include fees associated with DuesPayment Services.

1.12 Additional Representations. YapStone represents and warrants, and agrees for the term hereof, that it is and will remain in compliance with all applicable federal, state and local laws affecting its business and the ownership of its assets. YapStone is in compliance with all agreements with parties other than Management and will remain in compliance with all such agreements.

1.13 Merchant Fees. YapStone is solely responsible for all merchant processing-related services fees ("Services Fees"). These fees include Chargeback Fees, defined as penalties assessed per Chargeback claimed against Association's merchant account, but does not include the principal recovery of Chargeback payment made by any processing bank on Association's merchant account.

2. DISCLAIMER OF WARRANTIES.

2.1 No Warranties. MANAGEMENT ACKNOWLEDGES THAT ITS USE OF THE WEB SITE AND PAY-BY-PHONE IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, YAPSTONE AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE WEB SITE, PAY-BY-PHONE OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

2.2 World Wide Web, Internet and Telephone Usage. YapStone and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the web sites established thereon including the Web Site or Pay-by-Phone, will be uninterrupted or error free.

3. LIMITATION OF LIABILITY.

3.1 NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.2 Force Majeure. YapStone will not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Web Site or Pay-by-Phone caused by or resulting from any act, omission or condition beyond YapStone's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters or the failure of Management's, Resident's or any third party's hardware, software or communications equipment or facilities.

3.3 Limited Remedy. Yapstone shall in no way be liable to Management or Resident due to any disruption of Yapstone Web Site or Pay-by-Phone or non-availability of the Web Site or Pay-by-Phone during which Residents are unable to access or use the Web Site or Pay-by-Phone due to a confirmed problem therein.

3.4 INDEMNIFICATION. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (THE "INDEMNITOR") SHALL DEFEND, INDEMNIFY, AND HOLD THE OTHER PARTY (THE "INDEMNITEE") HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, LIABILITY, ACTIONS, DEMANDS OR EXPENSES ARISING UNDER THIS AGREEMENT BY THE INDEMNITOR, ITS AGENTS OR REPRESENTATIVES. THIS INDEMNITY WILL NOT APPLY TO THE EXTENT THE PORTION OF SUCH CLAIM, LOSS, LIABILITY, ACTION, DEMAND OR EXPENSE IS THE RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEE, ITS AGENTS OR REPRESENTATIVES, OR TO THE EXTENT LIABILITY IS DISCLAIMED OR LIMITED BY EITHER PARTY UNDER THIS AGREEMENT. THE INDEMNITY OBLIGATIONS SET FORTH IN THIS SECTION ARE CONTINGENT UPON INDEMNITEE: (A) PROVING ACTUAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY ACT, OMISSION OR NEGLIGENCE BY INDEMNITOR; AND, (B) PROVIDING PROMPT WRITTEN NOTICE TO THE INDEMNITOR OF ANY SUCH CLAIM(S), LOSS(ES), LIABILITY(IES), ACTION(S), DEMAND(S) OR EXPENSE(S); AND, ALSO CONTINGENT UPON INDEMNITOR HAVING SOLE CONTROL OF THE DEFENSE OR SETTLEMENT OF SUCH CLAIM(S), LOSS(ES), LIABILITY(IES), ACTION(S), DEMAND(S) OR EXPENSE(S), AT ITS DISCRETION. AT INDEMNITOR'S REQUEST AND EXPENSE, THE INDEMNITEE SHALL COOPERATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF SUCH CLAIM(S), LOSS(ES), LIABILITY(IES), ACTION(S), DEMAND(S) OR EXPENSE(S).

4. CONFIDENTIAL INFORMATION.

4.1 Nondisclosure. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

5. TERM AND TERMINATION.

5.1 Term. This Agreement will commence upon the Effective Date and shall continue for one (1) year, at which point in time the Agreement will automatically renew for successive one (1) year periods.

5.2 Termination. Either party may terminate this Agreement at any time upon at least sixty (60) day's prior written notice.

5.3 Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts, Fees or other compensation due and owing to the other party prior to such termination.

5.4 Survival. Sections 3 and 4 shall survive any termination or expiration of this Agreement.

6. MISCELLANEOUS.

6.1 Governing Law and Forum Selection. Management irrevocably agrees that all actions or proceedings arising out of, from or related to this Agreement shall be litigated in local, state or federal court having situs within the State of California. This Agreement shall be governed and controlled by the laws of the State of California as to interpretation, enforcement, validity, construction, effect and in all other respects. Management and YapStone hereby consent and submit to the jurisdiction of any local, state or federal court located within said state and waives any right to transfer or change the venue of any such litigation.

6.2 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

6.3 Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

6.4 Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

6.5 Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

6.6 Waiver. The waiver by either party of any right under this Agreement or the failure to perform or of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other right thereunder or of any other breach or failure whether of a similar nature or otherwise.

6.7 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed effectively delivered upon personal delivery, one (1) business day after deposit for overnight delivery, fees prepaid, with a nationally recognized overnight courier service, upon receipt by facsimile as confirmed by transmission receipt, or five (5) days after deposit in the mail, postage prepaid, by certified or registered mail, addressed to such party at their addressees set forth on the signature page below. Any party may change its address for such communications by giving an appropriate notice to the other party in conformity with this Section.

6.8 Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

6.9 Facsimile Signature and Counterparts. This Agreement may be executed by exchange of signature pages by facsimile or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

YAPSTONE, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Address: _____

Management:

By: _____

Name: _____

Title: _____

Company: _____

Tops License #: _____

Address: _____

City/State: _____

Phone#: _____

Email: _____

SCHEDULE "A" (List of Associations)
to be emailed as Excel attachment

SCHEDULE "B" (RESIDENT FEE SCHEDULE)

OPTION #1 Preferred

Payment Method	Available Channels	One Time Fee	Recurring Fee	Select
eCheck	Phone OR Internet	\$9.95	\$2.00	<input type="checkbox"/>
Visa/MC/Disc	Phone OR Internet	\$9.95	\$9.95 (email reminder)	

OPTION #2

Payment Method	Available Channels	One Time Fee	Recurring Fee	Select
eCheck	Internet Only	\$2.00	\$2.00	<input type="checkbox"/>
Visa/MC/Disc	Phone Only	\$9.95	\$9.95 (email reminder)	

OPTION #3

Payment Method	Available Channels	One Time Fee	Recurring Fee	Select
eCheck	Phone AND Internet	\$2.00	\$2.00	<input type="checkbox"/>
Visa/MC/Disc	NA	NA	NA	

*To prevent against fraud, maximum payment amount per transaction is \$3000.