



# PROPERTY MANAGEMENT COMPANY WEB SITE AGREEMENT

This Property Management Company Agreement (this "**Agreement**") is entered into effective as of \_\_\_\_\_ ("**Effective Date**") by and between TOPS SOFTWARE, LLC, Inc., a Maryland corporation whose address is 364-C Christopher Avenue, Gaithersburg, MD 20879 ("**TOPS**") and the party whose name appears in the space as "Management Company" on the signature page of this Agreement ("**Management Company**").

## *Background*

A. TOPS SOFTWARE, LLC, Inc. designs and hosts web sites for communities.

B. Management Company would like TOPS to provide services to establish Management Company's web site (the "**Management Company Web Site**") and additional web pages ("**Community Web Sites**") for other parties and properties ("**Clients**") created by TOPS hereunder, all 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.

"**Company Official**" means the individual agent of Management Company authorized to sign this Agreement and bind Management Company and act on its behalf.

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

"**Client Address**" means (i) for any Community Web Site under the Premium Plan, the second-level domain name registered by TOPS from which such Community Web Site can be accessed; and (ii) for any other Community Web Site, the respective subdirectory within the Management Company Address from which such Community Web Site can be accessed.

"**Features**" mean each Web Site's specific features. The Features for the Management Company Web Site are specified on SCHEDULE A hereto. As of the Effective Date, the current list of Features available for Community Web Sites, are listed on the COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST in the form of SCHEDULE C attached hereto, provided, however, that individual Features may be deleted as selected by Management Company from time to time in the future.

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

"**Monthly Fee**" shall be (i) \$99.95 per month for the Management Company Web Site, and (ii) the respective fee set forth on item 1 of SCHEDULE B for each Community Web Site under the Management Company Web Site under the Preferred Plan.

"**Plan**" means the particular group of Features selected by Management Company for each Community Web Site, as indicated on its respective COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST. As of the Effective Date, there are two types of Plans for Community Web Sites—Preferred and Premium.

**"Private Features"** means those Features of each Community Web Site, as indicated on its respective COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST, accessible only to Residents allowed access thereto.

**"Public Features"** means those Features of each Community Web Site, as indicated on its respective COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST, accessible to the public.

**"Management Company Address"** that second-level domain name registered from which the Management Company Web Site can be accessed.

**"Residents"** means those persons living in any Client communities that Management Company provides log-in names and passwords to access the Private Features of the respective Community 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 all available from within the Management Company Address or their Client Community Address(es). Web Sites include the Management Company Web Site and each Community Web Site.

## **2. Services.**

Subject to Management Company's performance of its obligations under this Agreement, TOPS shall:

- i. Submit a registration for the Management Company Address, create and configure the Management Company Web Site with the standard Management Company Web Site features, which are listed in SCHEDULE A, including any standard customizations, which are also listed in SCHEDULE A. TOPS will also spend up to 10 hours creating the Management Company Web Site at no additional charge except for specialized design and setup services which are included on Schedule E - Specialized Services attached. Beyond the 10 hours of non-standard customization, TOPS shall bill \$75.00 per hour for each hour spent performing non-standard customization.
- ii. Setup and configure each additional Community Web Site and submit a registration for any Client Community Address(es) (other than those contained in a subdirectory from Management Company's Web Site) that Management Company asks TOPS to register. Management Company shall submit a completed SCHEDULE A for the Management Company Web Site. Each Community Web Site shall require the Management Company official or the designated administrator to submit TOPS' then-current form of the Community Web Site feature/configuration list, the current version of which is attached hereto as SCHEDULE C, and a direct debit authorization or credit card authorization, the current version of which is attached hereto as SCHEDULE D.

TOPS cannot guarantee that any particular domain name specified on the feature/configuration list for the Management Company Web Site or any Community Web Site will be available, but will attempt to register an available address from those specified, or if none is available, one it believes is similar.

- iii. After any web site is available over the Internet, provide: (A) Management Company with web browser access to such Web Site; (B) Administrator with e-mail support during TOPS' regular business hours and days (inquiries should be sent to [support@topsoft.com](mailto:support@topsoft.com)) to assist with questions about the Web Site; (C) monitor the Management Company Web Site to confirm that it is available and functioning; and (D) update such Web Site with new features as may be added or deleted from time to time. Support does not include performing Administrator functions or

special design and setup services, which are included on Schedule E - Specialized Services attached.

### **3. Management Company's Duties.**

In addition to its obligations under Section 5, Management Company shall at all times maintain an Administrator and update TOPS with changes to the current contact, telephone, and e-mail information to reach Administrator. Administrator shall be solely responsible for monitoring and operating the Web Sites after each is made available on the Internet, including but not limited to: updating information on and monitoring usage of the Web Sites, compiling, editing, or deleting content on the Web Sites, and adding or deleting Residents and their log-ins and password access to Private Features, provide TOPS with original photographs and other requested information to be used in its initial design of the Web Sites, and otherwise assist TOPS with its deletion of Features and other matters relating to the design and creation of the Web Sites.

In addition, the Company Official or the Administrator, if so authorized by the Management Company, shall assist Client Communities who wish a COMMUNITY WEB SITE with the completion and submission to TOPS for each Community Web Site a separate COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST in which it shall: select the Plan for such Community Web Site, specify the Client Address for the Community Web Sites (including either the subdirectory off the Management Company Address or suggested possible second-level domain names for the Community Web Site, as applicable), and choose its color scheme.

Management Company shall ensure that all applicable laws and regulations are observed in conjunction with the Web Sites, their content and usage, and Management Company shall indemnify, defend, and hold TOPS harmless from and against any claims, liabilities, and damages threatened against or incurred by TOPS arising from any Web Site, its use, or content.

### **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 any anniversary of the Effective Date, upon written notice given to the other party at least 60 days prior to such anniversary; provided, however, that if TOPS has not received at least one full year of Monthly Fees for any Community Web Site by the anniversary date for which Management Company has notified TOPS that it wishes to terminate this Agreement, this Agreement shall not terminate unless, prior to the effective date of such termination, Management Company shall have paid TOPS the amount necessary for each Community Web Site such that TOPS shall have received at least one full year of Monthly Fees for each Community Web Site, or
- ii by either party 30 days after giving written notice (three in the event of a failure to pay money) to the other breaching party reasonably describing the nature of such party's breach, provided the breach is not cured within such period.

TOPS may suspend delivery of the Services while Management Company is in breach of this Agreement. 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' facilities or otherwise relating to the Web Site, all without prior notification. In the event of the termination of this agreement, any unpaid sums shall remain due and owing

and the provisions of Sections 6.c., 8, 9, 10, and 11 shall survive in accordance with their terms.

**5. Payment of Fees, Expenses, Taxes and Collection.**

Management Company shall pay TOPS:

- i. The Monthly Fees in advance in three-month (pro-rated initially on a calendar basis) increments payable at the time the respective Feature/Configuration List for the particular Web Site (in the form of SCHEDULE A or C hereto) is submitted to TOPS. There shall be credit from the Monthly Fee in the amount of five dollars (\$5.00) for each Community Web Site setup under the Management Company's Web Site for which TOPS has been paid as of the last Friday of the previous calendar quarter. Credits shall be applied to amounts not yet due or owing, not retroactively. Credits shall be used for the current quarterly period and may not be carried forward.
- ii. Initial setup fees due TOPS shall be paid at contract execution. Thereafter, all payments under this Agreement shall be made by Direct Debit or Credit Card, for both Management Company and Client Community Web Site fees, and Customer agrees to execute all necessary forms to authorize TOPS to invoke Direct Debit transfers for all payments due and owing to it.
- iii. All other amounts, fees or expenses specified herein or in any Schedule hereto, including fees and expenses associated with registration of Client Addresses or specialized services for design and setup of web pages. Unless otherwise agreed in advance, fees for any follow-on or additional work in addition to the Services, shall be performed on a time-and-materials basis at TOPS' then-current rates for such work.
- iv. 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 1 day of the end of such period, TOPS shall refund to Customer any Monthly Fees paid, upon which this Agreement shall terminate.

All fees, expenses, and reimbursements shall be paid on or before their respective due dates. TOPS reserves the right to increase Monthly Fees or any other fees or expenses hereunder upon 90 days' prior notice to Management Company, but TOPS shall not increase any fee or expense during the first year following the Effective Date. 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 Management Company. Sums not paid when due shall bear interest at the rate of 1.5% per month from their due date until paid in full. All prices are quoted in and shall be paid in United States Dollars. Management Company shall be solely responsible for collection and remittance of any fees, charges, taxes, or assessments under applicable laws. Management Company shall also be responsible for any and all attorneys' fees and costs of collection incurred by TOPS based on a breach or default of Management Company under this Agreement.

**6. Usage.**

- a. The Web Sites are to be used only for lawful purposes. Management Company shall not violate any applicable laws in its use, maintenance, or management of the Management Company Web Site. In the event that any 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 to third parties.**

- b. Management Company's Client Communities, and Residents' access to the Internet shall be through a third-party Internet service provider, or through their own Internet connection. TOPS is not responsible for the provision or operation of such services or connections. The Web Sites shall be hosted by TOPS or its designee. Once it is available on the Internet, Administrator shall be provided password access to monitor, operate, maintain and modify each Web Site (via the Internet) and otherwise discharge Management Company's obligations hereunder. Each party agrees and acknowledges that (A) TOPS shall be free to sell and insert advertising frames, banners, or other advertising on the Community Web Sites unless a waiver of advertising fee is paid for each Community Web Site where no advertising is to be displayed, (B) Management Company shall be free to sell and insert advertising frames, banners or other advertising on the Management Company Web Site, and (C) Management Company and Management Company Clients shall be free to sell advertising in the classified ads Feature of their respective Community Web Site. No party shall have any claim for advertising placed by any other party in accordance with this Section 6.
- c. Management Company shall be the registrant and owner of the Management Company Address and any Client Address(es). Management Company hereby grants TOPS an irrevocable royalty-free right and license to use, copy, display, and modify any photographs or information provided by or on behalf of Management Company or any Client for use on their respective Web Sites. Nothing in this Agreement shall be deemed to convey to Management Company any right or license in the Web Site, Management Company or Client Address(es), the hardware or software used to design, construct, or operate it, or the copyrightable works used on or designed for the Web Site.

## **7. Internet Connections and Use.**

Management Company understands and agrees that use of or connection to the Internet, the Web Sites (including both Public and Private Features) are inherently insecure and that any connection or access granted thereto (including that granted to Residents and the Administrator) provides opportunity for unauthorized access to the Web Sites and any and all information stored therein.

Management Company further agrees that TOPS shall have no responsibility to provide or maintain Internet access for Management Company or its Clients, Residents or members. No information transmitted and received through the Internet can be expected to remain confidential. TOPS does not guarantee the privacy, security, authenticity, and non-corruption of any information so transmitted or stored in any system connected to the Internet, including the Web Sites.

TOPS shall not be responsible for any adverse consequences whatsoever of Management Company's or the Residents' connection to or use of the Internet or the Web Sites, and TOPS shall not be responsible for any use by Management Company or Management Company's Internet connection or the Web Site in violation of any law, rule, or regulation or any violation of the intellectual property or rights of others.

Use of any information transmitted or obtained by parties using the Web Sites is at such parties' own risk. TOPS specifically denies any responsibility for (i) the information or photographs provided by Management Company; (ii) any error, omission, interruption,

corruption, deletion, defect, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of information or facilities on the Web Sites; (iii) malfunction of any Web Site; and (iv) inability of Management Company or its Clients, Resident or members to obtain or maintain Internet access or obtain technical support relating to Internet access.

## **8. Indemnification.**

Management Company, at its own expense, shall defend, indemnify, and hold harmless TOPS, its agents, affiliates, successors, and assigns with respect to any claim or action brought against TOPS, its agents, affiliates, successors, and assigns arising out of or in connection with (i) the operation, condition, use, or content of any Web Site, or (ii) any act or omission of Management Company, its agents, or any Client or Resident.

TOPS shall promptly notify Management Company of any such claim, shall provide reasonable assistance in connection with the defense and/or settlement thereof, and shall permit Management Company to control the defense and/or settlement thereof. If notified of any allegedly infringing, defamatory, damaging, obscene, illegal, or offensive use or activity, TOPS shall refer it to Management Company for investigation, and TOPS reserves the right to request the removal of the applicable content from any Web Site or any other text or item linked to the Internet.

If Management Company refuses such request, TOPS may, at its option, immediately remove such Web Site or other text or item from the Internet, suspend the Services, or terminate this Agreement. TOPS shall not be liable for any damages incurred by Management Company as a result of such action.

## **9. Warranty and Limitation of Liability.**

The Services are delivered without warranty of any kind, including, without limitation, any warranty of title, merchantability, or fitness for a particular purpose. Management Company's sole remedy for TOPS breach of this Agreement shall be as set forth in this Section 9. 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.

In no event shall TOPS be liable to Management Company for any losses or damages, whether direct or indirect, arising out of or relating to this Agreement or the parties' relationship with one another, exceeding the greater of (i) \$600.00, or (ii) the aggregate of sums paid by Management Company to TOPS during the six (6) month period immediately preceding the month in which such loss or damage was incurred, regardless of the form of action, whether in contract, negligence, strict liability, tort, products liability, or otherwise. The limitations of liability and damages set forth in this Section 9 shall not apply to (a) the bodily injury to or the death of any person, or (b) the damage to, or the destruction of any tangible personal property occurring as a result of the actions of one party, its employees, or agents while on the property of the other party.

## **10. Arbitration.**

a. Except for seeking equitable relief (including but not limited to actions to protect proprietary rights) and to enforce an arbitrator's decision hereunder, 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. As a minimum set of rules in the proceeding, the parties agree:

- i. The arbitration proceeding shall be held by a single arbitrator mutually acceptable to the parties. If the parties cannot agree on a single arbitrator within fifteen (15) days after the date written demand for the appointment of an arbitrator is made, each party shall identify one independent individual, and these individuals shall then meet to appoint a single arbitrator. If an arbitrator still cannot be agreed upon or if either party fails to timely participate in the appointment or selection of an individual to select an arbitrator or an arbitrator, within an additional thirty (30) days, one shall be appointed by the AAA. The arbitrator shall be knowledgeable regarding the personal computer and software industries.
- ii. The parties shall equally bear the costs and fees of the arbitration proceeding, and each party shall bear its own legal expense.
- iii. Any arbitration proceeding hereunder shall be conducted on a confidential basis.
- iv. The arbitrator shall specify the basis of his/her decision and the basis for any damages awarded. THE DECISION OF THE ARBITRATOR SHALL BE CONSIDERED AS A FINAL AND BINDING RESOLUTION OF THE DISPUTE, AND MAY BE ENTERED AS JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.
- v. The parties shall agree upon what, if any, discovery will be made available. If the parties cannot agree on the form of discovery within fifteen (15) days of the written demand for the appointment of the arbitrator, there shall be neither discovery nor the issuance of subpoenas. In no event, however, shall any such discovery take more than one (1) month.

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.

## **11. 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. The United Nations Convention on the International Sale of Goods and the United Nations Convention on the Formation of Contracts for the International Sales of Goods will not be applied to 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 Management Company 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 Management Company 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 Management Company 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 Management Company 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.

**MANAGEMENT COMPANY:**

**TOPS SOFTWARE:**

Company: \_\_\_\_\_

Company: Tops Software, LLC, Inc.

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

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

Name: \_\_\_\_\_

Name: Jeffrey S. Hardy

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 364-C Christopher Avenue

\_\_\_\_\_

Gaithersburg, MD 20879

**WEB SITE ADMINISTRATOR:**

Name \_\_\_\_\_

Address \_\_\_\_\_

(if different) \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**SCHEDULE A**  
**WEB SITE FEATURE/CONFIGURATION LIST**  
**MANAGEMENT COMPANY WEB SITES**

Management Company Name: \_\_\_\_\_

Directions: The Administrator should indicate below for each configurable Feature (which are indicated in green shaded) boxes in the "Delete Feature?" column), whether they prefer that such Feature be deleted from the Web Site. Features not checked as being "deleted" shall be enabled.

<b>1. Management Company Web Site Features include:</b>	<b><u>Delete Feature?</u></b>
i. Overall Company Information- Home Page	
ii. Services	
iii. Online Payment (see application)	
iv. Announcements	
v. Documents & Newsletters	
vi. Contact Us	
vii. Management Proposal Request Form	
viii. Calendar of Events	
ix. Maintenance Request Form	
x. Accounting Request Form	
xi. Request & Question Submission	
xii. Vendor Bid System	
xiii. Community Web Sites Links	
xiv. Demo Community Web Site	
xv. Homes for Sale	
xvi. Homes for Lease/Rent	
xvii. Career Opportunities	
xviii. Classified Ads (revenue generator)	
xix. ReadyRESALE (see application)	
xx. ReadyDOCS (see application)	
xxi. Banner Ads (additional charge for deleting)	
xxii. Web Site Listing on TOPS Management Co. Locator page	

**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: \_\_\_\_\_

**SCHEDULE A**  
**WEB SITE FEATURE/CONFIGURATION LIST**  
**MANAGEMENT COMPANY WEB SITES**

**3. E-Mail:**

a) If you have an existing domain name - are you currently receiving email at it? \_\_\_\_\_

If you are hosting your own Exchange email server or another company is currently hosting one for you, please provide the server's IP address so that mail can be forwarded to this server.

**IP Address:** \_\_\_\_\_ *Note that setting up this mail forwarding will involve a one-time fee of \$25 as indicated below in the "Fees and Expenses" section. If you are requesting a domain name transfer, please be aware that it can take 24 to 48 hours to propagate and that transferring a domain name from one server to another may result in a delay in receiving emails until the transfer is complete.*

If you are not using an Exchange server, please list below the email addresses you would like set up: ie: bobs@yourcompany.com; kathys@yourcompany.com; maintenance@yourcompany.com

**E-Mail Addresses:**

Your web site comes with 10 free email addresses. Additional e-mail addresses may be purchased in groups of 10 for an additional charge of \$13.34 per month, which is \$40.00 per quarter.

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b) If you are NOT transferring a domain name-would you like your email set up as:  
\_\_\_\_\_ "real" addresses to be checked directly by an email program  
\_\_\_\_\_ forwarded to an existing email account (ie - bob@aol.com), if so, indicate the  
outside mail address you would like your email forwarded to \_\_\_\_\_

**4. Color Scheme:** Visit ***www.colorselections.com*** and submit your color scheme. Choose a Flash Enabled Header design for no additional charge.

**SCHEDULE A**  
**WEB SITE FEATURE/CONFIGURATION LIST**  
**MANAGEMENT COMPANY WEB SITES**

**5. Fees and Expenses.**

<i>Plan</i>	<i>Name:</i>	<i>Amount</i>	<i>When Due:</i>
Management Company Web Site Service	Monthly Fee	<u>\$99.95</u> per month (with appropriate credits and discounts as outlined in SCHEDULE C)	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
Management Company Web Site	Initial set-up fee	<u>\$150.00</u> for each Web Site plus	Upon execution of this Agreement
Forwarding email to your Exchange server	Initial set-up fee	<u>\$25.00</u> one-time setup fee	Upon execution of this Agreement
Management Company Web Site	Recurring domain name registration fee	<u>\$ 70.00</u> for each domain name registered	Upon execution of this Agreement and on each second anniversary thereafter

**The following will be submitted to TOPS Software via e-mail ([websales@topshome.com](mailto:websales@topshome.com)) or US Mail to facilitate in the initial setup of the site:**

6. Please visit the management company sample site at [www.topshome.com](http://www.topshome.com), and provide TOPS with any desired changes to the various eforms\* available. For the Administrator's convenience, these revisions can be faxed to 301-869-4371.
7. Administrator will provide TOPS with graphics, wording and layout for the Management Company Web Site's home page content.  
*Most companies send a sample of the marketing materials indicating which information they would like included on the home page.*
8. Administrator will provide TOPS with Management Company's logo.
9. Administrator will provide TOPS with content for the Management Company Web Site's Contact page.
10. Administrator will provide TOPS with content for the Management Company Web Site's services page.  
*Most companies send a sample of the marketing materials indicating which information they would like included on the services page.*

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

\* Log in to the management demo site to preview Acctg Request, Maintenance Request, and Mgmt Proposal.

**SCHEDULE A**  
**WEB SITE FEATURE/CONFIGURATION LIST**  
**MANAGEMENT COMPANY WEB SITES**

11. Administrator will provide TOPS with e-mail address information needed for the Management Company Web Site's request & question submission Feature.
12. Administrator will provide TOPS with Geographical Meta tags. TOPS will embed these Meta tags in the clients' site to enable search engines to more easily find the web site.

I have carefully reviewed and filled out the MANAGEMENT COMPANY WEB SITE FEATURE/CONFIGURATION LIST specifying: the deletions and edit changes to be made to the Features for the Management Company Web Site, several suggested possibilities for the Management Company Address, and the color scheme for the Management Company Web Site. In addition, I have provided the information requested in items 3-12 above.

**Management Company Official:**

Signature \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Date \_\_\_\_\_

**SCHEDULE B  
COMMUNITY WEB SITE MONTHLY FEES  
& SETUP CHARGES**

1. **Monthly Fee** - The Monthly Fee for each Community Web Site shall be as follows:

<b>Preferred Plan</b> —Community Web Sites (web site under mgmt company)	\$49.95
<b>Pointer Plan</b> —Community Web Sites (community has registered domain name pointing to the community web site under the mgmt company)	\$59.95
<b>Premium Plan</b> —Community Web Sites (registered domain name)	\$89.95

2. **Monthly Credits** - The Monthly Credits for Community Web Sites are only given for Preferred and Pointer Plan Web Sites set up under the Management Company's Web Site.

Community Web Sites (web site set up under management company)	\$5.00
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3. **Setup Fees** - Setup Fees are due when a Client signs a Community Web Site Agreement and submits a Schedule C. The Setup fees for Community Web Sites are:

**Preferred Plan Web Sites** (web site under Management Company):

Setup Fee – one time*	\$100.00
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**Pointer Plan Web Sites** (community has own registered domain name directed to web site under Management Company's web site):

Setup Fee – one time*	\$150.00
InterNIC Domain Name – every 2 years	\$70.00

**Premium Web Sites** (web site under own registered domain name):

Setup Fee – one time*	\$150.00
InterNIC Domain Name – every 2 years	\$70.00

*\*There may be additional fees for specialized services for design and setup of web pages*

4. **Waiver of Advertising Fee** - If a community does not want advertising frames, banners or other advertising venues on their Community Web Site, an additional monthly fee shall be paid along with the normal Community Web Site hosting fees for that web site.

Waiver of Advertising - Monthly per Community	\$25.00
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**Management Company Official:**

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE C COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

Property Management Company Name: \_\_\_\_\_

Contact at Property Management Company: \_\_\_\_\_

Email Address at Property Management Company: \_\_\_\_\_

Community Name: \_\_\_\_\_ City/State: \_\_\_\_\_

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@topssoft.com](mailto:websupport@topssoft.com) and they'll work with you to achieve the level of security and administration that best fits your association's needs.

**I. Preferred Plan Features include:**

<u>Delete Feature?</u>	<u>Resident enabled administration</u>	<u>Feature available on public menu?</u>	<u>Re-title Feature to:</u>	
				<b>Features include:</b>
				Public Home Page
	<i>Not Available</i>	<i>Not Available</i>		Link to TOPS 2000 Software
				Classified ads
				eForms
				Facilities
				Garage Sales
				Homes for sale
				Homes for lease
				Home sites for sale
				Job bids
				Map
				Online Payment (see application)
		<i>Not Available</i>		Address book
				Announcements
				Committee and board listings
				Documents
				Events calendar
		<i>Not Available</i>		Email Bulletins
		<i>Not Applicable</i>		Facility Reservations (added by Request)
		<i>Not Applicable</i>		Games
				Hot links
		<i>Not Available</i>		Live chat
		<i>Not Available</i>		Message board
		<i>Not Available</i>		Photo Albums
				Request & question submission
		<i>Not Available</i>		Reviews
		<i>Not Available</i>		Site Search
		<i>Not Available</i>		Surveys
		<i>Not Available</i>		Task Manager
		<i>Not Available</i>		Volunteer Needs
	<i>Not Available</i>	<i>Not Available</i>		What's new

## SCHEDULE C COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

<u>Delete Feature?</u>	<u>Resident enabled administration</u>	<u>Feature available on public menu?</u>	<u>Re-title Feature to:</u>	
	<i>Not Available</i>	<i>Not Available</i>		Board Online A/P Approval
	<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>		Admin Only - Vendor Database /Job Bids
	<i>Not Available</i>	<i>Not Available</i>		Admin Only - Export Address Info
	<i>Not Available</i>	<i>Not Available</i>		Admin Only - Feature Description Edit
	<i>Not Available</i>	<i>Not Available</i>		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.

<b>Include Feature? Circle:</b>	<b>Module Name:</b>
Yes      No	Recipe Exchange
Yes      No	Kids Play Groups
Add any unique modules here:	

### 2. Pointer Plan Features

Includes all Preferred Plan Features, some of which may be deleted at customer's request. In addition, Community web site can be accessed directly via the community's own domain, i.e. [www.yourcommunityname.com](http://www.yourcommunityname.com) . Site, however, is still hosted on management company domain as well.

### 3. Premium Plan Features

Includes all Preferred Plan Features, some of which may be deleted at customer's request. In addition, web site is hosted at a unique domain name i.e. [www.yourcommunityname.com](http://www.yourcommunityname.com) plus up to 10 individual e-mail accounts ([smith@yourcommunityname.com](mailto:smith@yourcommunityname.com)) are provided.

### 4. Type of Plan: Please indicate choice below.

_____ Preferred Plan	_____ <a href="http://www.managementcompany.com/community">www.managementcompany.com/community</a>
_____ Pointer Plan	_____ <a href="http://www.community-name.com">www.community-name.com</a>
_____ Premium Plan	_____ <a href="http://www.community-name.com">www.community-name.com</a>

**SCHEDULE C**  
**COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST**

**5. If Choosing the Pointer or Premium Plan:**

\_\_\_\_\_ **Transfer of existing domain** already registered to Management Company or Association

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)*

**6. Color Scheme:**

Visit [www.colorselections.com](http://www.colorselections.com) and register your color scheme. You may also request a Flash Header design (No charge for Premium Plan clients, \$75 for Standard and Pointer Plan clients).

**7. Maximum no. of homes in this community** (whether or not built or occupied) \_\_\_\_\_

**8. Tops Community ID #** \_\_\_\_\_. Please enter the two or three digit community ID that you use in TOPS 2000™ to identify this community. (this is necessary to complete data uploads from TOPS to your web site.)

**9. Waiver of Banner Advertising** \_\_\_\_\_ Check here to indicate that you would like to have TOPS waive their rights to display banner advertising on your web site.

Note: There will be an additional charge of \$25.00 per month, \$75.00 per quarter, for each community web site that wishes us to waive banner advertising.

## SCHEDULE C COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST

**E-Mail: - For Premium Plan Clients Only.** 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" e-mails forwarded to real accounts. Your site comes with 10 email addresses and unlimited aliases. Additional e-mail addresses may be purchased in groups of 10 for an additional charge of \$13.34 per month, which is \$40 per quarter.

**“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 C**  
**COMMUNITY WEB SITE FEATURE/CONFIGURATION LIST**

**10. Technical Support** - TOPS Software shall provide a reasonable level of technical support, free of charge, for the community web site listed on page one of this schedule. Support shall be limited to the setup and maintenance of the community web site, and shall only be provided to the following two designated individuals:

1. **Community Web Site Administrator** – the community web site administrator, as designated below, may contact TOPS Software to receive free technical support on the setup and maintenance of the community web site listed on page one of this schedule.
2. **Management Company Administrator** – the web site administrator for the management company web site, as designated in the management company web site contract, may also contact us for technical support on the setup and maintenance of all community web sites stored under the management company's web site.

**11. Contacting Technical Support**

To contact TOPS Software technical support, call 1-800-899-5689 or e-mail [support@topssoft.com](mailto:support@topssoft.com). Technical support will be administered Monday through Friday between the hours of 10:00am and 6:00pm EST. Please be advised that while e-mail support is free, an additional charge may result from telephone support.

**12. Changing Administrators**

TOPS Software must be contacted via e-mail or fax within one week of a change in status of the community web site administrator, or the management company administrator. If TOPS Software is not contacted, a request for support from an unauthorized individual may be denied until proper notification has been received.

**13. Community Web Site Administrator:**

Community \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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, the Web Site's Plan, and to the best of my knowledge indicated the maximum number of single-family units in the community.

Because this Agreement includes special web site pricing through the Management Company, representatives from both organizations must sign below.

**Management Company Web Site Agreement:**

Please sign below to acknowledge that you have reviewed Schedule C—the Community Web Site Feature/Configuration List that needs to be signed and submitted for each Community Web Site under your Management Company Web Site along with Schedule D—the Direct Debit Authorization.

**Management Company Official:**

Signature \_\_\_\_\_  
Name/Title \_\_\_\_\_  
Date \_\_\_\_\_

**SCHEDULE D**

**SECTION A: DEBIT AUTHORIZATION  
Management Company Web Sites**

Please submit either A: Direct Debit Authorization OR B: Credit Card Authorization – **not both**

**Management Company Name:** \_\_\_\_\_

Hereby authorizes Tops Software, LLC, 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.

**Check the boxes that apply:**

<input checked="" type="checkbox"/>	One Time Setup Fees	<u><b>To be debited from your account one time</b></u>
	Management Company Web Site Setup	\$ 150.00
	Domain Name Registration may not apply	\$ _____
	Subtotal Setup Fees	\$ _____
	Prorated Charge for Current Quarter	\$ _____
	<b>Total Setup Fees</b>	<b>\$ _____</b>

<input checked="" type="checkbox"/>	Quarterly Hosting Fees	<u><b>Debited 1<sup>st</sup> day of each calendar quarter</b></u>
	Management Company Web Site Quarterly Fee	\$ 299.85
	Waiver of Banner Advertising (may not apply)	_____ (See Sched A #1 xviii)
	Additional eMail addresses (per pack of 10)	_____ (See Sched A #3A)
	<b>Total Quarterly Fees</b>	<b>\$ 299.85</b> (To be charged each quarter beginning _____)

**Complete this banking information and we will deduct your initial setup fee and prorated payment from your bank account; attach a voided check or savings deposit form**

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 \_\_\_\_\_ (company name) of it’s termination in such time and in such manner as required by the PROPERTY MANAGEMENT COMPANY 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 (If second signature is required)	Printed Name	Date

**SCHEDULE D**

**SECTION B: CREDIT CARD AUTHORIZATION**

**Management Company Web Sites**

Please submit either A: Direct Debit Authorization OR B: Credit Card Authorization – **not both**

**Management Company Name:**





Hereby authorizes Tops Software, LLC, Inc., hereinafter called "TOPS" to charge the credit card, indicated below, for the following web site charges:

**Check the boxes that apply:**

<input checked="" type="checkbox"/>	One Time Setup Fees	<b><u>To be debited from your account one time</u></b>
	Management Company Web Site Setup	\$ 150.00
	Domain Name Registration may not apply	\$ _____
	Subtotal Setup Fees	\$ _____
	Prorated Charge for Current Quarter	\$ _____
	<b>Total Setup Fees</b>	<b>\$ _____</b>

<input checked="" type="checkbox"/>	Quarterly Hosting Fees	<b><u>Debited 1<sup>st</sup> day of each calendar quarter</u></b>
	Management Company Web Site Quarterly Fee	\$ 299.85
	Waiver of Banner Advertising (may not apply)	_____ (See Sched A #1 xviii)
	Additional eMail addresses (per pack of 10)	_____ (See Sched A #3A)
	<b>Total Quarterly Fees</b>	<b>\$ 299.85</b> (To be charged each quarter beginning _____)

**Complete Credit Card information and we will deduct your initial setup fee and prorated payment from your account**

<p>Cardholder Name: _____</p> <p>Street Address: _____</p> <p>City: _____</p> <p>State, Zip: _____</p> <p>Phone Number: _____</p> <p>Fax #: _____</p>	<p style="text-align: center; color: blue;">Please charge my Credit Card: (Circle One)</p> <div style="text-align: center;">     </div> <p>Credit Card #: _____</p> <p>4 digit security code (required) _____</p> <p>Expiration Date: _____</p> <p>Signature: _____</p>
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**SCHEDULE D**  
**SECTION A: DEBIT AUTHORIZATION**  
**ASSOCIATION WEB SITE**

Please submit either A: Direct Debit Authorization OR B: Credit Card Authorization – **not both**

**Management Company Name:** \_\_\_\_\_ hereby authorizes  
 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 for **Association:** \_\_\_\_\_

<input checked="" type="checkbox"/> One Time Setup Fees	<b><u>To be debited from your account one time</u></b>
Community Web Site Setup	\$ _____
Subtotal Setup Fees	\$ _____
Prorated Charge for Current Quarter	\$ _____ (            )
Next Quarter Plan Fees	_____
<b>*Total Setup Fees</b>	<b>\$ _____</b>

\*If Flash Header design is selected (Preferred, Pointer),  
 company authorizes \$100 to be added to Setup Fees

<input checked="" type="checkbox"/> Quarterly Hosting Fees	<b><u>Debited 1<sup>st</sup> day of each calendar quarter</u></b>
Community Web Site Quarterly Fee	\$ _____ (debited beginning 10/1/05)
Additional eMail addresses (per pack of 10)	_____ (See Sched A #3a)
<b>Total Quarterly Fees</b>	<b>\$ _____ (To be charged each quarter beginning            )</b>

**Complete this banking information and we will deduct your initial setup fee and prorated payment from your bank account; attach a voided check or savings deposit form**

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 \_\_\_\_\_ (company name) of it's termination in such time and in such manner as required by the PROPERTY MANAGEMENT COMPANY 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 <i>(If second signature is required)</i>	Printed Name	Date

# SCHEDULE D

## SECTION B: CREDIT CARD AUTHORIZATION ASSOCIATION WEB SITE

Please submit either A: Direct Debit Authorization OR B: Credit Card Authorization – **not both**

**Management Company Name:** \_\_\_\_\_ hereby authorizes Property Management Systems, Inc., hereinafter called “TOPS” to charge the credit card, indicated below, for the following web site charges: Association: \_\_\_\_\_

**Check the boxes that apply:**

One Time Setup Fees

**To be debited from your account one time**

Web Site Setup	\$	
Domain Name Registration may not apply	\$	
Subtotal Setup Fees	\$	
Prorated Charge for Current Quarter	\$	(            )
Next Quarter Plan Fees		

**\*Total Setup Fees**    \$                            **(To be debited from your account one time)**

\*If Flash Header design is selected (Preferred, Pointer), company authorizes \$100 to be added to Setup Fees

Quarterly Hosting Fees

**Debited 1<sup>st</sup> day of each calendar quarter**

Web Site Quarterly Fee	\$	(varies by plan type)
<b>Total Quarterly Fees</b>	<b>\$</b>	<b>(To be charged each quarter beginning                            )</b>

**Complete Credit Card information and we will deduct your initial setup fee and pro-rated payment from your account**

<p>Cardholder Name: _____</p> <p>Street Address: _____</p> <p>City: _____</p> <p>State, Zip: _____</p> <p>Phone Number: _____</p> <p>Fax #: _____</p>	<p style="text-align: right; color: blue;">Please charge my Credit Card: (Circle One)</p> <div style="text-align: center;"> </div> <p>Credit Card #: _____</p> <p>4 digit security code (required) _____</p> <p>Expiration Date: _____</p> <p>Signature: _____</p>
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**SCHEDULE E**  
**SPECIALIZED SERVICES**  
**MANAGEMENT COMPANY WEB SITES**

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 .....<br>Or other web compatible format (Minimum charge per document - \$10.00)   | \$ 0.50  | per Page |
| 2. | Design E Forms* .....<br>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* .....<br>For adding customized hotlinks with HTML formatting, text and graphics.   | \$ 5.00  | per Link |
| 4. | Design Classified Ads* .....<br><b>Note:</b> 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** .....<br>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.....<br>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*** .....<br>After first logo design (Minimum charge 1/2 hour = \$37.50)<br><b>Note:</b> If customer provides logo in a compatible electronic format, there is no need to make revisions.  | \$ 75.00 | per Hour |
| 8. | Technical Writing .....<br>write copy for web pages (Minimum charge 1/2 hour = \$37.50)<br><b>Note:</b> 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.....<br>(Minimum charge 10 min. = \$29.90)<br><b>Note:</b> 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.

**Management Company Official:**

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.