



Property Management Program Agreement

This Agreement contains the terms and conditions that apply to an individual's participation in the Resident Interactive Certified Consultant Program (the "Program"). As used in this Agreement, "we" means Resident Interactive, Inc., "you" means the applicant, and "assessment" means the Resident Interactive Certified Consultant Program Assessment. The "Program Guide" means the Resident Interactive Certified Consultant Program Guide.

1. Enrollment in the Program

To begin the enrollment process, go to <http://www.residentinteractive.com/47propmanagerform2.html>, and complete the form with your basic contact information. After this step, you will receive e-mail that will allow you to access the Program Assessments, the Program Guide, and a demo site with fictitious community information. The Assessment will be used to qualify individuals to participate in the Program. Resident Interactive will have sole responsibility for grading the Assessment and communicating the results of the Assessment to the applicants.

2. Program Specifics

The complete description of the Program, Program rules, elements and limitations, and the Program operating guidelines in general are contained in the Program Guide. We may modify any of the terms and conditions contained in the Program Guide at any time and in our sole discretion, by posting a change notice or a new Program Guide. Resident Interactive maintains all rights associated with the content of this Program, the Program materials, and the Program Assessment. Under no circumstances will rights of usage of the Program Guide content or the Program Assessment transfer to the Certified Consultant upon passing, or not passing, the Assessment.

3. Identifying Yourself as a Certified Consultant

Upon passing the assessment and becoming a Resident Interactive Certified Consultant, we will make available to you graphic images that identify you as a Resident Interactive Certified Consultant. We may modify the text or graphic of this image from time to time. You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld at our sole discretion. Membership in the Program is not transferable, and can only be held by individuals, not entities or institutions.

4. Limited License

We grant you a nonexclusive, revocable right to use the graphic image and text described in Section 3 and such other images for which we grant express permission, solely for the purpose of identifying you as a Program participant and to assist you in generating business. You may not modify the graphic image or text, or any of our other images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our trademark guidelines, as those guidelines may change from time to time. We may revoke your license at any time by giving you written notice. You are solely responsible for incorporating any Resident Interactive images and text into your own materials, at your expense.

5. Term of the Agreement

The term of Certification in the Program is one year. The term of this Agreement will

begin upon your application, complete payment for the Program, and passing of the Assessment, and will end when terminated by either party, or, in the case of a renewal, upon your failure to pay the renewal fee. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this agreement for any reason, you will immediately cease use of all usage of Resident Interactive logos, trademarks, trade dress, and other materials provided by or on behalf of us pursuant to or in connection with the program. Refunds of payments will be handled according to the policy described in the Program Guide.

6. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new Agreement on our site. Modifications may include, for example, changes in the Program Guide, changes in pricing structure and changes to the list of benefits accruing with membership to the Certified Consultant Program. Modifications are subject to change without notice. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY COURSE OF ACTION IS TO TERMINATE THIS AGREEMENT. Your continued participation in the Program following our posting of a change notice to the Program or new Agreement on our site will constitute binding acceptance of the change.

7. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make any statement, whether on your site or in your business materials or otherwise, that reasonably would contradict anything in this section.

8. Limitation of Liability

Resident Interactive will not be liable for indirect, special, or consequential damages (or any loss of revenue, profit, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the program will not exceed the individual price of participation in the Program.

9. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

10. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS

AGREEMENT.

11. Miscellaneous

The laws of the United States and the State of Georgia will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal or State courts located in Atlanta, GA, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision in this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.