

Terms and Conditions

- SERVICES:** Silicon Travel shall deliver, install, test, repair, maintain and service computer equipment for accessing the Internet at the location stated on the front of this lease. The Computer Equipment and the Services are described and listed below in section labeled (Appendix). In the event of a conflict between this Agreement and (Appendix), this Agreement shall govern.
- ADMINISTRATION CONSIDERATION:** In consideration for the administration burden for general accounting and promotional services, Property Owner allows Silicon Travel to pay an administration consideration to the Rental Company.
- INSTALLATION AND ACCESS:** Property Owner hereby authorizes, empowers and grants access and a license to Silicon Travel to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the Computer Equipment in the rental property.
- Removal Rights for Inclement Weather:** Silicon Travel in its sole discretion has the right to remove the Computer Equipment during inclement weather, including during mandated evacuations to ensure the safety of the Computer Equipment. The Computer Equipment will then be re-installed by Silicon Travel within a reasonable time period as determined by Silicon Travel in its sole discretion.
- OPERATION: PROPERTY OWNER OBLIGATIONS:** The Property Owner will authorize the Rental Company to ensure that the Computer Equipment is utilized only for its intended purpose and shall cause to have inserted into its rental agreement wording that the lessee agrees to read and adhere to the Conditions of Use and Waiver of Liability in the form inserted in the Silicon Travel Computer Manual in the Rental Property. Property Owner further authorizes the Rental Company to maintain copies of all such rental agreements and permit Property Owner and Silicon Travel to audit compliance with this obligation and copy the agreements at their expense upon reasonable notice during normal business hours. Property Owners shall provide a desk, chair and cable access as described in (Appendix) suitable for the installation of the Computer Equipment.
- TITLE OF EQUIPMENT:** Silicon Travel will be the lawful owner of all Computer Equipment even after installed in the Rental Properties.
- RISK OF LOSS:** Except for loss or damage caused by breach of this Agreement or negligence, willful misconduct or misuse of the Computer Equipment by Rental Company, Property Owner or Lessee or any of their guests, all risk of loss or damage to the Computer Equipment after delivery to the Rental Property remains with Silicon Travel.
- ADDITIONAL CHARGES:** Silicon Travel will not be responsible for equipment tampered with, or improperly adjusted, altered, moved, removed, or otherwise improperly interfered with by Owner or Lessee or any of their guests and additional fees may be assessed to the responsible party if required by Silicon Travel.
- INDEMNITY:** Property Owner and Silicon Travel hereby indemnify, defend and hold harmless each other from and against any claims, actions, or demands by a third party or entity arising out of this Agreement and/or by the use of the Computer Equipment. Such indemnification shall include the payment of all reasonable attorneys' fees and other costs incurred by the parties in assessing or defending such claims.
- LIMITATION OF LIABILITY:** EXCEPT WITH RESPECT TO THE INDEMNITY PROVISION IN THIS SECTION 9 OF THIS AGREEMENT, **IN NO EVENT SHALL SILICON TRAVEL OR PROPERTY OWNERS' LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY SILICON TRAVEL HEREUNDER.** IN NO EVENT SHALL SILICON TRAVEL BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. IN NO EVENT SHALL SILICON TRAVEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, EVEN IF SILICON TRAVEL HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PARTICIPATION CHARGE TO SILICON TRAVEL IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY (IF APPLICABLE). SILICON TRAVEL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE COMPUTER EQUIPMENT OR THE USE, VALIDITY, ACCURACY, OR APPROPRIATENESS OF ANY MATERIALS ACCESSED ON THE INTERNET THROUGH THE COMPUTER EQUIPMENT.
- TERM:** This Agreement commences as of the date first written above and, unless earlier terminated as set forth below, shall continue until Dec. 31. This Agreement will renew for additional terms of one (1) calendar year unless terminated by either party.
- SUSPENSION AND TERMINATION:** Both Silicon Travel and the Property Owner have the option to suspend all Services under this Agreement for cause. Upon termination for any reason, Silicon Travel is granted access and a license to enter the Rental Properties to remove the Computer Equipment. Property Owner shall pay Silicon Travel for all Services rendered through the termination date. Termination, for any reason other than non-payment will not occur until the end of any advertised rental season.
- NOTICE:** Any notice or other written communication required or permitted to be given or made under this Agreement shall be given or made by either Party to the other in writing and shall be delivered by the Owner's Agent. Notices or written communications shall be deemed to have been sufficiently given or made: If the Owner's Agent acknowledges the delivery of such notice.
- MISCELLANEOUS:** The terms and provisions contained in this Agreement constitute the entire agreement between the Parties hereto and supersede all prior communications or understandings with respect to the subject matter hereof. No agreement or understanding varying or extending this Agreement will be binding, unless in a writing in which this Agreement is specifically referenced and signed by a duly authorized officer of representative of each Party hereto. The Agreement is not assignable by either party without the written consent of the other party, which consent shall not be unreasonably withheld. **Should the property be sold during the term of this agreement, the Property Owner will notify Silicon Travel of the sale prior to the closing date. The Property Owner will also disclose to the purchaser that the computer and all associated equipment is the property of Silicon Travel.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Neither Party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's control, including Acts of God, civil commotions, terrorism, strikes, labor disputes, power outages, and government demands or requirements. The captions and paragraph headings utilized in this Agreement are for convenience only and are not a part of this Agreement and shall not be utilized in construing it.
- JURISDICTION:** This Agreement shall be construed under and governed by the laws of State of Maryland, without regard to the choice of law principles of that or any other jurisdiction. The Parties hereby agree to submit to the jurisdiction of the state or federal courts in Maryland solely for purposes of this Agreement. Except as provided herein, pending resolution of any dispute or controversy between the Parties under this Agreement, the Parties will continue their performance under this Agreement, including payment of all applicable Participation Charges.

Appendix: A computer and monitor suitable for Internet access will be provided. It is the sole responsibility of the Property Owner to provide suitable power, cable/phone access and a desk for the operation of the computer. The Property Owner will promptly notify the Management Company when the property is ready for installation.

Silicon Travel will take reasonable measures to block objectionable material from being viewed while the guest uses the Internet. There is no fail-safe method for providing this service. Silicon Travel will maintain a Help Desk accessed via a toll free number. At a minimum this service will be available to the guest from 9:00am to 7:00pm daily. This service is intended to help the guest through issues with the installed equipment or gaining access to the Internet. If after reasonable attempts to remedy the issue through the help desk fail, Silicon Travel will dispatch a service technician to the Rental Home. Barring unforeseen circumstances, the service call will be scheduled within 24 hours of issue notification. Silicon Travel will be providing an interface to the guest when the system is powered up. This interface will include advertising materials from local, regional and national advertisers. Other features such as guest re-book, maintenance/housekeeping requests, express check out, concierge services, guest surveys and information about the area may be added by Silicon Travel. The schedule of such items is at Silicon Travel's discretion.