

# ConnectBooster Lease Agreement

## \*\*\* IMPORTANT \*\*\*

PLEASE READ THIS LEASE AGREEMENT CAREFULLY BEFORE ACCEPTING. BY ACCEPTING THIS LEASE AGREEMENT YOU ACKNOWLEDGE AND ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED WITHIN THIS LEASE AGREEMENT BELOW:

### TERMS AND CONDITIONS

1. LEASE – ConnectBooster leases to Lessee and Lessee hereby hires and takes from ConnectBooster the personal property consisting of certain proprietary computer software as set forth in the attached lease schedule (Appendix A) which shall include all replacement parts, additions, upgrades and bug maintenance as shown in Appendix B (hereinafter referred to as the "Software"). The Software is and shall at all times be and remain the sole and exclusive property of ConnectBooster and Lessee shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Lease.
2. RENTALS – During and before the original term of the Lease, Lessee hereby agrees to pay rent to ConnectBooster in the amounts set forth in Appendix A, without deduction or setoff. All payments shall be made at the office of ConnectBooster at:

ConnectBooster, LLC  
1405 Prairie Parkway  
Suite C  
West Fargo, ND 58078

or as otherwise directed by ConnectBooster in writing.

3. SECURITY DEPOSIT – Lessee shall be required to pay a security deposit (if any) as indicated in Appendix A. The security deposit will be held by ConnectBooster for the entire duration of the lease by Lessee covered by this agreement. Upon termination of the Lease according to the terms of this agreement and all financial obligations of Lessee being settled with ConnectBooster and the agreement ending on favorable terms for both parties then ConnectBooster will refund the security deposit to Lessee. The refund will be by company check executed within 20 business days of the completion of all requirements listed herein regarding the security deposit.
4. SETUP FEE – Lessee shall be required to pay a setup fee (if any) as indicated in Appendix A. The Setup Fee is charged for the activation of the software for use by Lessee. It may include such actions as installation and configuration of ConnectBooster software for use by Lessee. The Setup Fee may also include data entry into ConnectBooster systems such as is necessary for licensing the software, enabling updates, billing, or other data tracking or requirements of ConnectBooster. The Setup Fee is a one-time fee and is not charged monthly or annually as the other lease payments. However, should Lessee incur

changes in their systems such that ConnectBooster must perform additional actions to re-install or re-enable the functionality of the Leased software, ConnectBooster may, at its sole discretion, charge an additional fee for such actions as it deems appropriate.

5. LIMITED WARRANTY –ConnectBooster makes no warranties (express, implied or statutory) with respect to the Software and any accompanying materials, written or electronic, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will ConnectBooster be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will ConnectBooster's liability exceed the amount of the lease payments charged.
6. TERM AND RENEWAL –The original and non-cancellable term of this Lease shall commence on the effective date as set forth above and shall terminate at the expiration of one (1) month. The Lease will automatically renew for successive one (1) month periods at the expiration of each previous Lease period. Lessee shall have the option to terminate the lease monthly, giving ConnectBooster a thirty (30) day termination notice before the expiration date. Termination notice must be in writing and delivered to ConnectBooster at the address listed on this Agreement unless a new address is provided by ConnectBooster to Lessee in writing. Acknowledgement of receipt of termination notice by ConnectBooster must be received by Lessee to qualify for termination. It is Lessee's responsibility to secure such acknowledgement. If Lessee does not have acknowledgement and ConnectBooster has not received a proper written termination notice from Lessee then Lessee shall forfeit the right to terminate the Lease until such time as a termination notice compliant with the terms of this agreement is received by ConnectBooster and acknowledgement of said notice is delivered by to Lessee.
7. SOFTWARE ACCEPTANCE –Lessee's execution of this Agreement acknowledges that all Software set forth above is to be received and installed and lessee will be accepting the latest version of the Software. Lessee agrees to accept the Software "as is". Updates will be released periodically for the Software to improve functionality and lessee hereby agrees to accept the most recent publicly available version via automatic update.
8. FINANCE LEASE –ConnectBooster and Lessee agree that this Lease is a finance lease as that term is defined in Article 2a of the Uniform Commercial Code and Lessee hereby waives any and all rights and remedies granted to it by Sections 2a-506 through 2a-522 of the Uniform Commercial Code. Lessee further acknowledges that this is a business and commercial lease and not intended for household or personal use.
9. PLACE OF USE –Lessee shall keep the Software at its place of business as specified above or as indicated in Appendix A. Lessee covenants and agrees not to allow the use of the Software by other businesses, entities or individuals and that said Software shall be used only on the computing devices authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the

Software, or any part thereof.

10. **USE AND RETURN OF SOFTWARE** –Lessee shall exercise due and proper care in the use of the Software. Upon expiration or termination of this Lease, Lessee, at its sole expense, shall enable ConnectBooster to retrieve, remove, or disable all copies of said Software installed upon Lessee’s network or equipment and all other computing devices upon which Lessee has allowed the installation of the Software in whole or in part. If ConnectBooster is unable to remove the Software due to failure of Lessee to provide necessary access and rights to remove the software then the terms of this Lease shall remain in effect until such time as Lessee is able to fully comply and provide the necessary access and rights required by ConnectBooster to fully remove the Software and/or disable it.
11. **TAXES** –Lessee shall pay all taxes and assignments (including interest, penalties, court costs and attorneys' fees, if any) which may be levied directly or indirectly against the Software, or any interest therein, or with respect to the ownership, possession or use thereof, whether such taxes are levied against ConnectBooster or Lessee. Such taxes to be paid by the Lessee shall include without limitation property, sales, rent, lease and use taxes and any other tax measured by the gross rent payable hereunder but shall not include net income or franchise taxes payable by ConnectBooster. If such taxes are levied against ConnectBooster, it shall notify Lessee of such fact and ConnectBooster shall have the right, but not the obligation, to pay any such taxes whether levied against ConnectBooster or the Lessee. In such event, the Lessee shall reimburse ConnectBooster therefor within twenty (20) days from receipt of invoice and upon the failure to make such reimbursement when due, ConnectBooster shall have all remedies provided herein with respect to the nonpayment of rent hereunder.
12. **INDEMNITY** –Lessee shall indemnify and hold ConnectBooster harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software, provided however that ConnectBooster shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the Software violates the intellectual property rights of another.
13. **TITLE** –All of the Software shall remain personal property and the title thereto shall remain with ConnectBooster at all times. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give ConnectBooster immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save ConnectBooster harmless of and from any loss or damage caused thereby.
14. **CONFIDENTIALITY** –During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between ConnectBooster and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that

title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

15. RIGHT OF INSPECTION –ConnectBooster, its agents and representatives shall have the right at any time during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.
16. NON-WAIVER –ConnectBooster's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish ConnectBooster's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. ConnectBooster's rights hereunder are cumulative and not alternative.
17. POSSESSION OF SOFTWARE –ConnectBooster covenants to and with Lessee that ConnectBooster is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.
18. DEFAULT –If Lessee fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable; or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee; or if a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or if a receiver is appointed for Lessee and its property; or if Lessee commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness; or if Lessee, without ConnectBooster's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software, then ConnectBooster or its agents shall have the right to exercise any one or more of the following remedies:
  - a. Declare the entire amount of the rent hereunder immediately due and payable without notice or demand to Lessee.
  - b. To sue and recover from Lessee and amount equal to the unpaid balance of any rent or other amounts due, or to become due, during the term of this Lease as well as reasonable attorneys' fees and other expenses incurred by ConnectBooster in an attempt to enforce the provisions of this Lease.
  - c. To sue for and recover damages for the Lessee's default.
  - d. To demand and take possession of the Software without demand or notice wherever the same may be located, with or without court order. Lessee hereby waives any and all damages occasioned by such retaking of possession of such Software. Any said taking of possession shall not constitute a termination of this Lease and shall not relieve Lessee of its original obligations under this Lease unless ConnectBooster expressly so notifies Lessee in writing.

Additionally, ConnectBooster shall have upon default such other and further remedies and rights as may be available at law by reason of the Lessee's default.

19. ATTORNEYS' FEES –In the event either ConnectBooster or the Lessee is required to retain the services of any attorney to enforce their rights under this Lease, and the same results in legal action being filed, then the prevailing party shall be entitled to all reasonable and necessary attorneys' fees, court costs and disbursements.
20. ASSIGNMENTS –Neither Lessee nor ConnectBooster shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.
21. RISK OF LOSS –Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Software from any cause whatsoever and no loss, theft, damage or destruction of the Software shall relieve Lessee of any obligations under this Lease and this Lease shall remain in full force and effect. Lessee shall promptly notify ConnectBooster in writing of any such loss, theft, damage or destruction of the Software.
22. BINDING AGREEMENT –This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of ConnectBooster, its successors, legal representatives and assigns.
23. GOVERNING LAW –THIS AGREEMENT SHALL BE DEEMED TO BE MADE AND EXECUTED IN CASS COUNTY, NORTH DAKOTA AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA.
24. SEVERABILITY –If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.
25. NO OTHER AGREEMENTS. This instrument and the related Appendix A dated on \_\_\_\_\_ contains the entire agreement between the parties hereto with respect to the subject matter contained herein. There are no other agreements, written or unwritten, that shall bind the parties.

## Appendix A – Lease Details: Product List and Financial Term

### Product(s) List:

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Qty	Product
1	ConnectBooster for QuickBooks only – Cloud– Unlimited user license

### Financial Terms:

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Setup Fee <i>Not Including ACH Option</i>	\$	499.00
Setup Fee <i>Including ACH Option</i>	\$	599.00
Customization	\$	0.00
Lease Period		Monthly Recurring
Lease Amount <i>Without ACH Option</i>	\$	129.00*
Lease Amount <i>With ACH Option</i>	\$	149.00*

### Lease Amount Detail:

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- \$99 ConnectBooster Software as a Service (SaaS)
- \$30 Payment Gateway / Customer Payment Information Vault
- \$20 ACH Platform Access

### Variable Per Transaction Fees:

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Per Credit Card Transaction	\$	0.10
Per Vault Record Setup	\$	0.50
Per ACH Transaction	\$	0.35

Setup Fee and first month's lease payment due at acceptance.

\*Monthly lease payments to be paid via ACH or automatic credit card or debit card transaction