

DATABASE LICENSE AGREEMENT

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "Licensee" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OUR ORDER FORM.

THIS AGREEMENT is a license and is made and entered into by and between BANANA PLANTATION, INC., a Florida corporation, doing business as Sunshine List, located at 3120 Coachman Avenue, Tampa, Florida 33611 (hereinafter referred to as "Sunshine List"), and the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity (hereinafter referred to as "Licensee").

RECITALS:

WHEREAS, Sunshine List is the developer and owner of an original and proprietary database with information and listings for a Reference Directory of Florida Community Associations in the current version and subsequent versions (the "Database"); and

WHEREAS, Licensee desires to obtain from Sunshine List a non-exclusive and non-transferable license to use the Database in accordance with the provisions set forth below;

NOW THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. LICENSE

Subject to the terms and conditions of this Agreement, Sunshine List hereby grants and Licensee accepts a non-transferable and non-exclusive license to use the Database at Licensee's primary place of business. Licensee may not use the Database at other than the Licensee's primary place of business without the express written permission of Sunshine List.

2. LICENSE FEES

Licensee shall pay License Fees for the Database as set forth by the Sunshine List Order System or by quote provided electronically or by other means from Sunshine List. The License Fees and any other charges set forth in this Agreement are exclusive of any federal, state or local taxes or assessments imposed on the Database or its use.

3. TITLE TO DATABASE

A. Subject to the rights granted to Licensee herein, all rights, title and interest in and to the Database are, and at all times shall remain, the sole and exclusive property of Sunshine List or any third parties from whom Sunshine List has obtained rights in the Database. No right to use, print, copy, or display the Database, in whole or in part, is granted hereby, except as expressly provided in this Agreement. The Database is for the sole use of the Licensee and no right to use, print, copy, display, redistribute or sublicense the Database, in whole or in part, is granted hereby, except upon the prior written consent of Sunshine List.

B. Licensee may edit, format, merge into other databases or otherwise modify the Database, provided however that any portion thereof included in a modified work shall remain subject to all of the terms and conditions of this Agreement.

C. Any permitted copies of the Database made by Licensee, including listings, compilations, partial copies, or updated works are the property of Sunshine List and Licensee's obligations with respect thereto shall survive this Agreement until such time as all said copies have been returned to Sunshine List or destroyed. Licensee agrees to reproduce and include any notices, including any proprietary notices, copyright notices, and restricted rights legends, appearing in the Database or supplied from time to time by Sunshine List on any such copies.

4. DISCLAIMER

THE DATABASE IS PROVIDED "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SUNSHINE LIST NOR ANYONE WORKING ON BEHALF OF SUNSHINE LIST WARRANTS THAT THE DATABASE WILL BE FREE OF ERRORS OR DEFECTS. IN NO EVENT SHALL SUNSHINE LIST OR ANYONE WORKING ON BEHALF OF SUNSHINE LIST BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM OR RELATED TO LOSS OF USE OR ERRORS OR DEFECTS IN THE DATABASE, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE DATABASE. IN NO EVENT SHALL THE LIABILITY OF SUNSHINE LIST OR ANYONE

WORKING ON BEHALF OF SUNSHINE LIST HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY SUNSHINE LIST UNDER THIS AGREEMENT.

5. PROTECTION AND SECURITY

A. Licensee acknowledges that the Database contains confidential and proprietary information and trade secrets of Sunshine List whether or not the Database or any portion thereof is copyrighted or patented. Accordingly, Licensee shall not divulge, furnish, use for the benefit of any third person or make accessible to anyone the Database or any portion thereof. Licensee also shall not, without Sunshine List's prior written consent, reproduce, copy or modify the Database in any manner except as set forth in this Agreement.

B. Licensee shall have exclusive responsibility for the supervision, management and control of its use of the Database. Without limitation, Licensee's responsibility shall include assuring proper audit controls and operating methods, and establishing and implementing adequate procedures and safeguards with respect to nondisclosure as provided above.

6. EARLY TERMINATION

A. Sunshine List may terminate this Agreement by giving Licensee written notice for any of the following events:

(1) Licensee fails to pay any License Fees or other charges in a timely manner.

(2) Licensee fails to observe or perform any other obligation and fails to cure such default for fifteen (15) days after notice in writing to Licensee.

B. In the event Sunshine List terminates this Agreement as set forth above, Licensee shall immediately return the original and all copies of the Database in its possession or to which it has access. In addition, Licensee shall furnish to Sunshine List a completed form certifying that to Licensee's knowledge, all such copies in its possession or to which it has access have been returned or destroyed. Licensee shall remain responsible for all fees and other amounts that may be owing to Sunshine List as of the date of termination.

7. REMEDIES FOR BREACH

Licensee agrees that any material breach of the provisions of this Agreement will result in irreparable injury to Sunshine List, and Licensee therefore consents to a restraining order and/or injunction in favor of Sunshine List enjoining any material breach of the provisions hereof by any court of competent jurisdiction, without prejudice to any other right or remedy, including damages for breach, to which Sunshine List may be entitled. In the event that any action is brought by

Sunshine List to enforce the provisions of this Agreement, Sunshine List shall be entitled to receive, in addition to the remedies provided above, reasonable attorney's fees and costs of the action.

8. ASSIGNMENT

This Agreement and the license granted hereunder may not be assigned, transferred or sublicensed in any manner by Licensee without the prior written consent of Sunshine List. Any attempt by Licensee to assign, transfer or sublicense any of its rights, duties, or obligations under this Agreement without the consent of Sunshine List shall be void.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understanding, negotiations and proposals, oral or written. This Agreement may be amended or modified only by a subsequent written agreement and may not be modified by course of conduct.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any suit or proceeding related to a dispute between the parties to this Agreement shall be brought in a state or federal court of competent jurisdiction in Hillsborough County, Florida. The parties each irrevocably consent to such court's personal jurisdiction, and waive any defense or assertion that venue lies in any other jurisdiction.

IN WITNESS WHEREOF, the parties have agreed to this Agreement as of the date set forth in the most recent order submitted by the Licensee to the Sunshine List Quote System.