# Community Partnerships Program Agreement

This Community Partnerships Program Agreement is entered into as of this day of September 2014. (the "Effective Date") by and between a la mode technologies, inc. ("ALM"), a Florida corporation, having an office at 2210 Vanderbilt Beach Road, Suite 1205, Naples, Florida 34109, and Your Organization ("ORG"), the undersigned party for the following:

WHERAS, ALM desires to provide a Community Partnerships Program (the "CPP") for appraisal organizations in order to support them, provide funding opportunities and education courses, help them grow their membership, reduce the costs for organization's members, and reduce the costs of running an appraisal organization;

WHEREAS, ORG desires to participate, through its members and agents (the "Participants"), in the CPP to receive support from ALM;

WHEREAS, in the course of participating in the CPP, ORG may provide to ALM participant information and materials that ALM may use in its business, products, services and/or

NOW THEREFORE, in consideration of the Parties' discussions and the foregoing mutual promises contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties

#### AFFINITY PARTNERS

By becoming an Affinity Partner, ORG will receive 1% cash back for all purchases where the ORG's affinity code is used. In order for ORG to receive cash, ORG must have a W9 and bank account for ORG on file with us, otherwise the 1% will be issued as a credit toward ALM products and services to the ORG to be used as the ORG likes (ex: distribute it evenly to all members, create a raffle to give away chunks of it to members, use it as a joining bonus for new members,

ALM encourages ORG to advertise and announce ORG's affinity code often to members and nonmembers. ALM staff will not ask customers if they have an affinity code, so ORG's members must proactively provide the code to sales staff or include it in the "Give Back Code" section of our web store. Affinity codes cannot be applied to transactions occurring more than 48 hours prior. In order to promote transparency, once a year, all ALM clients who have utilized ORG's affinity code will receive an announcement detailing the amount of money or credits the ORG received through program for the year.

## PARTNERED EDUCATION COURSES ("PEC")

PECs are events hosted and/or organized by ALM. When ORG commits to a specific PEC, ALM will generate a discount code for ORG for the specific PEC. The ORG can choose whether or not to use the discount code in two manners: (1) as a members-only code that only members of ORG can use, or (2) an open code that any appraiser in ORG's coverage area can use.

We encourage ORG to consistently and actively promote a PEC we're holding with ORG in both ORG's marketing and recruitment efforts. ALM will include your participation in the PEC as part of ALM's points rewards. The marketing of the discount code is ORG's responsibility and the code will not be included in ALM marketing efforts, website, or other material. Each time ORG's discount code is used to register for a PEC, the ORG earns points. As ORG earns more points, the ORG will receive rewards. ORG will be notified of the point requirements for rewards when ALM generates ORG's discount code. ORG may not insinuate, imply, or state that a PEC is the ORG's event, but may state that it's an ALM event "in local partnership with" ORG.

### SPEAKING, EXHIBITING, AND SPONSORSHIP

We require at least 45 days notice for an event ORG would like to us to participate in. Sponsorships, exhibits, or speakers for events will be committed on a per-event basis.

**Community Support Technology** 

Products and services are available to ORG for free. If ORG chooses to receive a free XSite, purchasing the domain name for the website is ORG's responsibility. Support for the products and services will be the same as Silver Memberships for appraisers. The customer account for ORG cannot be utilized for personal use by any of ORG's members, associates, or affiliates.

#### **GENERAL**

By joining the CPP or utilizing features of the CPP, ORG is accepting support from ALM. ORG are encouraged to advertise and promote ORG's participation in the CPP and the benefits and support it provides. ORG cannot insinuate, state, or imply that ALM endorses a specific view, individual, or other specific aspect of ORG. ORG cannot insinuate, state, or imply that ALM supports one organization over another. The CPP is available to any and all appraisal organizations.

In turn, ALM can advertise and promote ORG's participation in the CPP and the benefits and support it provides. ALM can also use ORG's logos and other marketing items. ALM cannot insinuate, state, or imply that ORG endorses ALM's views, employees, or other specific aspects of ALM without ORG's consent.

### OWNERSHIP OF INTELLECTUAL PROPERTY

Each Party shall remain the sole and exclusive owner of all right, title and interest in and to its Intellectual Property. In the event that either party becomes aware of any infringement of any Intellectual Property right of the other party, it shall promptly provide notice thereof in writing to the other party. Such party that is subject to infringement of any Intellectual Property right shall control, in its sole discretion, the protection and enforcement of its Intellectual Property rights. Neither party shall remove, alter or destroy any Intellectual Property notice or marking placed upon on contained within any screens, software, equipment or materials of the other party.

### ALM TRADEMARKS AND BRANDING GUIDELINES

Subject to ORG's compliance with the terms and conditions of this Agreement, ALM hereby grants ORG a non-exclusive, non-transferable license, during the term of the Agreement, to use the ALM trademarks and logos as provided by ALM to ORG under this Agreement (the "ALM Marks") solely in connection with ORG's marketing, promotion and distribution of CPP materials. Org acknowledges and agrees that ALM owns the ALM Marks and that any and all goodwill and other proprietary rights that are created by or that result from ORG's use of an ALM Mark hereunder inure solely to the benefit of ALM. ORG will at no time contest or aid in contesting the validity of ownership of any ALM Mark or take any action in derogation of ALM's rights therein, including, without limitation, applying to register any trademark, trade name, or other designation that is confusingly similar to any ALM Mark. Unauthorized references or use of ALM Marks shall be considered a material breach of this Agreement and shall result in immediate termination thereof. Such termination shall be without limitation to ALM's right to claim damages, seek for injunctive or other equitable relief and obtain remedies from ORG.

Accurate, consistent use of the ALM company and product branding is critical to the success of our CPP. Visit http://www.alamode.com/branding for the branding and logo use guidelines required by ALM.

#### INDEMNIFICATION

ORG agrees to indemnify and hold ALM, its affiliates, subsidiaries, directors, officers, employees, agents and representatives harmless from and against any and all costs, expenses (including reasonable attorneys' fees), losses damages and liabilities arising from or resulting from any

third party claim, suit or action relating to allegations that the CPP, ALM Software, Products, or Services, or any component thereof, or ORG's or any of the ORG's members use thereof as contemplated by this Agreement, infringes or violates any Intellectual Property Rights of any

### REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it is authorized to agree to and meet the terms and conditions of this Agreement.

NEITHER ALM NOR ANY OF IT'S EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, AGENTS OR LICENSORS MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THAT ACCESS TO THE CPP OR USE OF ANY SOFTWARE, PRODUCTS, OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE UNINTERRUPTED OR

ALL SOFTWARE, PRODUCTS, MATERIALS, CONTENT, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALM EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUITE ENJOYMENT, AND NON-INFRINGEMENT.

### TERM AND TERMINATION

The term of this Agreement shall be perpetual unless terminated as specified herein.

Termination for Breach: In the event of a breach of any material provision of this Agreement, the non-breaching party, may without prejudice to its other rights and remedies available at law or in equity, terminate this Agreement by giving thirty (30) calendar days' prior written notice to the breaching party, unless the breaching party cures the breach prior to the expiration of such thirty (30) day period.

Termination for Convenience: Either Party may terminate this Agreement for convenience on sixty (60) calendar days' prior written notice.

ALM reserves the right to terminate Your account and/or Your participation in the CPP if ALM determines in its sole discretion that You have violated this Agreement, or that the use of Your account is unauthorized, deceptive, fraudulent or otherwise unlawful. ALM reserves the right to terminate, discontinue, modify or cancel the CPP program at any times and in its sole discretion.

### **FORCE MAJEURE**

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God or other causes beyond their reasonable control.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of law principles.

#### **NOTICES**

Any and all notices to be given under this Agreement are to be in writing, delivered by hand, electronic mail, a nationally recognized overnight express or similar service with package tracking capability, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the following addresses, as applicable (which addresses may be revised by notice):

a la mode technologies, inc:

a la mode, inc. 3705 W. Memorial Road, Bldg 402 Oklahoma City, OK 73134 Phone: 800-252-6633 Email: legal@alamode.com

Your ORG name, contact, and notification info:	Address:
Debuare Association  of Appraisers. Inc.  clo Beverly H. Wilson  bob East Jewell St.  Delmar DE 19940  302-344-4260  deas sociation of apprai  All notices shall be deemed given, delivered, received an receipt of electronic mail, one calendar day after sending service or three calendar days after mailing by first class forth above.	by overnight express or any similar
ASSIGNMENT  This Agreement and the rights and duties hereunder shall not be assignable by ORG except upon written consent by ALM. Consent shall not be unreasonably withheld.	
BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN YOU AND ALM REGARDING THE COMMUNITY PARTNERSHIPS PROGRAM AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL, OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.	
Delaware Association of Appraisers, Inc.	
SIGNATURE-REPRESENTATIVE #1 Kurt C. Brown, Vice Presid	9/9/14 DATE
Beverly H. Wilson, Treasure,	9/9/14 DATE
SIGNATURE - REPRESENTATIVE #3 DIC. DIC	9/9/14 recto (DATE