

# ROOFSTOCK MASTER CAMPAIGN AGREEMENT

## Introduction

1. This "Master Campaign Agreement" (or "Agreement") is between Roofstock, Inc. ("Roofstock") and each Partner (each a "Party" and collectively the "Parties") that enters into a performance marketing relationship using the Platform owned and operated by Impact Radius, Inc. ("Impact Radius") and hosted from the URL, [www.impactradius.com](http://www.impactradius.com). Each "EIO" (as defined below) is fully-incorporated into the terms of this Agreement. Each EIO must contain commercially reasonable and industry standard terms, and terms that can be accommodated by the functionalities and capabilities of the Platform from time to time. In order to use the Platform Roofstock and Partner must scroll down, read and agree to all the terms and conditions in this Agreement by clicking-through on the button marked "Accept" below.

## **TECHNICAL PROCESS.**

1.1 EIOs. The Parties shall agree to specific terms of engagement in each individual "Electronic Insertion Order" ("EIO"). EIOs contain any supplemental terms and conditions agreed to between the Parties and are created using the "Insertion Order" function on the Platform. The EIOs shall specify the "Actions" and qualifying parameters that entitle Partner to compensation from Roofstock ("Payouts"). Impact Radius shall not be a party to this Agreement or EIOs. The Parties acknowledge that Roofstock may set maximum spend limits and caps on the number of Actions that entitle the Media Partner to Payouts in any EIO. The terms of the EIOs are strictly between Partner and Roofstock. Each executed EIO together with the Agreement will constitute a separate contract between the Partner and Roofstock. Entry into this Agreement and each EIO is subject to Partner and Roofstock each being, and continuing to be, a party to a contract with Impact Radius permitting them to use the Platform.

1.2 Process. Upon execution of an EIO, Partner may promote Roofstock in consideration for Payouts. The Parties acknowledge and agree that: either Party may propose an EIO in the "Insertion Order" section of the Platform interface and that the Platform's functionality may then be used by the Parties to decline, retract or further modify an EIO before acceptance. EIOs become legally enforceable rights and obligations on the Parties upon acceptance. An EIO may only subsequently be amended by mutual agreement of the Parties. If the Parties utilize other forms of insertion of orders, the Parties are responsible for implementing the appropriate settings on the Platform to conform with such agreed upon terms.

1.3 EIO Requirements. Each EIO shall: (a) require Roofstock's prior approval of proposed sites (the "**Partner Referral Sites**") which Partner desires to link to the Roofstock site at [www.roofstock.com](http://www.roofstock.com) or specific dedicated page(s) available through such site (collectively, the "**Roofstock Site**") and (b) the names, e-mails, and phone numbers of two (2) individuals from Partner who will be designated contacts for Roofstock.

## **2. REFERRAL PROCESS**

2.1 Code and Link. Roofstock will provide HTML code and/or a vanity URL to Partner (the "**Roofstock Code**") to enable Partner to display or communicate a functional link on each Partner Referral Site, email or podcast by which visitors can enter or click (the "**Roofstock Link**") for the purpose of (x) initiating the process of signing up for a Roofstock account to use the services or (y) accessing offers or forms available through the Roofstock Site (collectively, the "**Roofstock Services**"). The prominence and size of the Roofstock Link, if displayed in a writing, will be mutually agreed to in writing by the parties.

2.2 Linked Referrals. A Roofstock Link will direct potential customers to the Roofstock Site where a potential customer can access the Roofstock Services. Each such potential customer that accesses Roofstock Services through the Roofstock Site via the Roofstock Link on the Partner Referral Site is referred to herein as a "**Customer Referral**".

2.3 Partner makes no guarantee or representation that the Services will generate any Action(s). Roofstock makes no guarantee or representation that Partner will be successful in earning any Payouts under any EIO where the terms are contingent upon pay-for-performance.

## **3. PARTNER'S OBLIGATIONS**

3.1 Display Roofstock Link. Partner will display the Roofstock Link on each of the Partner Referral Sites throughout the Term (as defined).

3.2 Promotional Methods/No False Representations. Partner must promote Roofstock using only those methods approved or prescribed by Roofstock. Unless explicitly authorized in an EIO, Partner shall not promote Roofstock using the following means: (a) provision of leads obtained other than through intended consumer ("End User") action (e.g. through the use of phone books, or similar such compilations of personal data); (b) use of fake redirects, automated software, or other mechanisms to generate Actions; or (c) Actions that are caused that are not in

good faith, such as those using any device, robot, Iframes or hidden frames. Partner will not make any representations, including, but not limited to, false or misleading representations, with respect to the specifications, features, or functionality of the Roofstock Services or Roofstock Site. Partner Referral Sites will not mimic Roofstock's Site, or otherwise lead customers to believe that they are on Roofstock's (or a Roofstock affiliated company) Site. Partner will not use, among other keywords or exclusively, keywords such as "Roofstock", "Roofstock.com", and/or any other variations or misspellings to drive traffic to Partner Referral Sites via paid channels. If Partner intend to use incentives to promote Roofstock and procure clicks, leads or sales, Partner is required to notify Roofstock of such intent prior to executing an EIO with Roofstock, and Partner's use of incentives must be in a bona fide way. Roofstock reserves the right at any time to review Partner Referral Sites to assure that the use of the Roofstock Link is in conformity with the terms of this Agreement.

**3.3 Roofstock Code Installation.** Subject to the license rights and restrictions in Section 5.1, Roofstock will provide the Roofstock Code to Partner for use on each Partner Referral Site in accordance with Roofstock's instructions. Roofstock's obligations hereunder are contingent upon the proper installation and use of the Roofstock Code by Partner on the Partner Referral Sites.

**3.4 Restricted Partner Referral Sites.** Partner represents that none of the Partner Referral Sites referred to in this Agreement contain or link to any web page or site that contains any: (a) nudity, pornography, or other sexual or adult material; (b) hate propaganda or material that encourages or promotes illegal activity or violence; (c) content that violates or infringes in any way upon the statutory, common law, or proprietary rights of others, including but not limited to copyrights, trademark rights, patents, or any other third party intellectual property, contract, privacy, or publicity rights; (d) material that promotes or utilizes software or services designed to deliver unsolicited email; (e) material that violates any local, state, or national law or regulation; (f) misrepresentations or material that is threatening, abusive, harassing, defamatory, obscene, profane, indecent, or otherwise objectionable, offensive, or harmful or (g) content that promotes discrimination based on race, religion, sex, nationality, disability, age or sexual orientation.

**3.5 Authority.** Partner represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

## **4. PAYOUTS**

**4.1 Tracking Actions and Calculating Payouts.** Unless an EIO states otherwise, all tracking and payment processing facilities in relation to the tracking of Actions and calculation of Payouts shall be provided by Impact Radius. Impact Radius shall aggregate payments due from Roofstock to Partner and make payments to Partner in accordance with each EIO. If tracking is disabled as a result of Roofstock's acts or omissions and Roofstock continues to receive traffic from Partner, then Roofstock shall be obligated to pay Payouts on a fair and reasonable basis taking into account appropriate factors.

**4.2 Existing Customers and Chargebacks.** Customer Referrals for customers that are then-current Roofstock customers, or with whom Roofstock is then-currently negotiating, will not result in any Payouts, as solely determined by Roofstock. An Action can be cancelled or returned by Roofstock ("Chargeback") if (a) the Action is incomplete; (b) if a customer has cancelled or returns an Action; (c) if the Action has been made fraudulently or in an otherwise non-bona fide manner; (d) if the Action is carried out by a person who is outside the area serviced by Roofstock; or (e) if Roofstock is unable to ship goods to a customer in relation to the Action. Each EIO shall state the period of time within which Roofstock may apply a Chargeback.

**4.3 Taxes and Duties.** Partner will pay all sales, use, withholding and other taxes, duties, or fees imposed by any applicable laws and regulations as a result of the payments Partner receives under this Agreement.

## **5. INTELLECTUAL PROPERTY**

### **5.1 Licenses.**

**(a) Code License.** Subject to Partner's compliance with all the terms of this Agreement, Roofstock grants to Partner a non-exclusive, non-sublicensable, non-transferable (except in accordance with Section 11.6), license during the Term to copy and use the Roofstock Code on the Partner Referral Sites solely to display the Roofstock Link for the purpose set forth in Section 2.

**(b) Requirements.** Partner agrees to follow all reasonable instructions and restrictions provided by Roofstock with respect to installation and use of the Roofstock Code. Partner agrees that Roofstock will not be responsible, and that Partner will indemnify Roofstock in accordance with Section 10, for any malfunctions, errors, data inaccuracies, or improper results attributable to Partner's incorrect, unauthorized, or unsupported installation or use of the Roofstock Code.

(c) Restrictions. Except as expressly permitted in this Agreement, Partner will not: (a) copy or modify the Roofstock Code; (b) use the Roofstock Code; or (c) transfer, sublicense, lease, lend, rent or otherwise distribute the Roofstock Code to any third party. Partner acknowledges and agrees that the Roofstock Code and any portion thereof constitute or contain trade secrets of Roofstock and its licensors. Accordingly, Partner agrees not to disassemble, decompile or otherwise reverse engineer the Roofstock Code, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

**5.2** Ownership. Partner agrees and understands that Roofstock is the exclusive owner of the Roofstock Services, the Roofstock Code and the Roofstock Link, including without limitation all software and intellectual property rights in the foregoing. Roofstock agrees and understands that Partner is the exclusive owner of the Partner Referral Sites including without limitation all software and intellectual property rights in the foregoing. In addition, the parties acknowledge that each party retains all ownership, right, title, and interest in and to its trademarks, trade names, service marks, inventions, copyrights, trade secrets, patents, technology, software, and know-how related to the design, function, or operation of such party's services. Each party's rights are strictly limited to the rights expressly granted in this Agreement.

## **6. CONFIDENTIALITY**

**6.1** Obligations. For purposes of this Agreement, "**Confidential Information**" means any technical or business information, including but not limited to the Roofstock Code, that: (a) is disclosed by one party to the other party which might reasonably be presumed to be proprietary or confidential in nature; (b) is disclosed in a writing that is marked "confidential" or "proprietary" at the time of such disclosure; or (c) is disclosed orally and identified as "confidential" or "proprietary" at the time of such disclosure. Each party agrees that it will not disclose to any third party or, except as expressly permitted in this Agreement, use any Confidential Information of the other party and that it will take all reasonable measures to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. However, either party may disclose Confidential Information of the other: (i) pursuant to the order or requirement of, or in connection with proceedings before, a court, administrative agency, or other governmental body; (ii) on a confidential basis to its legal and/or financial

advisors; or (iii) to its employees and consultants who have a bona fide need to know such Confidential Information; provided that each such employee or consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth in this Agreement.

**6.2** Exceptions. Confidential Information will not include information that the receiving party can demonstrate: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (b) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure; (c) is rightfully acquired by the receiving party from a third party who has the right to disclose it under the circumstances and who provides it without restriction as to use or disclosure; or (d) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

## **7. TERM AND TERMINATION**

**7.1** Term. Each individual EIO shall continue until the earlier of: (a) Partner terminating the EIO using the Platform interface; (b) Roofstock terminating an EIO for convenience pursuant to the terms of an EIO including notification requirements using the Platform interface; (c) Roofstock terminating when Roofstock's budget has been met; (d) either Party terminating this Agreement or an EIO for breach by the other Party; (e) a Party terminating an EIO if the Party does not agree to the other Party's proposed changes to the EIO; (f) the date of expiration specified in the EIO; (g) Impact Radius removes the Partner or Roofstock relationship or terminates the EIO; or (h) a Party is no longer eligible to use the Platform. An EIO shall specify whether there is a cure period for breach prior to termination.

**7.2** Survival. Promptly upon expiration or termination of this agreement, Partner will uninstall the Roofstock Code and remove Roofstock Links. The rights and obligations of the parties contained in the following provisions of this Agreement will survive expiration or termination of the Agreement: 3.2, 3.5 (solely as specified in this Section 7.2), 5.1(c), 5.1(c), 6, 7.2, 8, 9, 10, 11, and any provisions that specifically state they survive the termination of this Agreement.

**8. DISCLAIMER OF WARRANTY. THE PARTIES DISCLAIM TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT**

LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

**9. LIMITATION OF LIABILITY.** IN NO EVENT WILL ROOFSTOCK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, REVENUE, OR PROFITS), COSTS, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE. IN NO EVENT WILL ROOFSTOCK'S LIABILITY EXCEED THE AMOUNT OF THE FEES PAID OR OWED BY ROOFSTOCK TO PARTNER

**10. INDEMNIFICATION.** Partner (the "**Indemnifying Party**") agrees to indemnify, defend (or settle), and hold harmless Roofstock, its officers, directors, and employees (the "**Indemnified Parties**") from any and all third-party liabilities claims, actions, damages, arbitration fees and expenses, costs, and attorneys' fees incurred by the Indemnified Parties arising out of or resulting from: (a) any claims that the Partner Referral Sites infringe or violate the intellectual property rights of any third party; or (b) any act or omission of Partner that constitutes a breach of any of Partner's covenants, representations, warranties or obligations under this Agreement.

## **11. GENERAL PROVISIONS**

**11.1 Publicity.** Neither party shall issue any press releases nor make any public statements regarding this Agreement without the prior written consent of the other party. Neither party will use the trademarks, service marks or logos of the other party, without the prior written consent of the other party and in the manner established by such owner.

**11.2 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. The parties hereby submit and consent to the personal and exclusive jurisdiction of, and venue in, the federal and

state courts located in the Northern District of California.

**11.3 Compliance with Law.** Each party will comply with all laws and regulations applicable to such party in the exercise of its rights and obligations under this Agreement.

**11.4 Notices.** All notices required or permitted under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, email (return receipt requested), or certified or registered mail, return receipt requested, and in each instance, will be deemed given upon receipt.

**11.5 Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

**11.6 Successors and Assigns.** Partner may not assign or otherwise transfer this Agreement. Any attempt by Partner to assign or otherwise transfer this Agreement shall be void and without effect unless expressly authorized by Roofstock in writing in advance. Roofstock may freely assign this Agreement.

**11.7 Waiver.** The failure by any party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

**11.8 Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations on account of events beyond its reasonable control, which include without limitation: strikes; shortages; riots; insurrection; fires; flood; storm; explosions; acts of God; war; terrorism; governmental action; labor conditions; earthquakes; and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the parties will be excused from any further performance of the respective obligations effected by the Force Majeure Event for so long as the effects of the event continue.

**11.9 Independent Contractors.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf with the other's prior written consent.

**11.10 Entire Agreement.** This Agreement, together with its exhibits, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

**11.11 Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereby acknowledge and agree that by clicking-through acceptance of this Agreement, EIOs,

and other click-through offers from the other party on the Platform that they are submitting a legally binding electronic signature and are entering into a legally binding contract. EACH PARTY HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE PLATFORM. Further, the parties hereby waive any rights or requirements under any applicable statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.