

M and other terms of the Program

The parties agree as follows:

similar to the functionality of ICE MT's products and offerings, except if the prospective customer expressly rejects Partner's referral to ICE MT.

1.9 ICE MT Relationship. The relationship between ICE MT and Partner will be governed by the terms of this Agreement and Partner may not hold themselves out as an employee or affiliate of ICE MT. Subject to the requirements in Section 4.2, Partner may disclose to its customers and prospects its participation in the Program as well as the current Partner Level achieved by Partner.

1.10 Enterprise Customers. Due to the complexity and risks associated with providing services to ICE MT customers representing at least 400 Encompass seats (an "Enterprise Customer"), ICE MT shall be the sole party allowed to provide services on behalf of Enterprise Customers, unless otherwise agreed to in writing by the parties. Partners

AGREEMENT

1. PARTNER BENEFITS AND OBLIGATIONS

1.1 Partner Level Benefits. Partner's benefits at the Partner Level are specified in Exhibit B. To continue receiving these benefits, Partner must maintain its qualification for the Partner Level and remain in compliance with the terms of this Agreement, including the obligations set forth in this Section 1. Core benefits are provided at no additional charge as part of the Program annual fee and paid benefits are provided at the applicable prices and discount levels. Subject to the terms of this Agreement, ICE MT may modify or terminate these benefits at any time in its sole discretion. ICE MT may from time to time offer additional benefits or more favorable terms than those reflected in this Agreement as part of a limited promotional offer. Promotional offers are temporary, do not vary the terms of this Agreement, and may be subject to additional terms and conditions.

1.2 Marketing Materials. ICE MT may, at its discretion, provide

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or serving as an ICE MT subcontractor (see Section 3), and otherwise performing under this Agreement, Partner will: (a) accurately and completely disclose to third parties the nature of the business relationship between ICE MT and Partner; (b) accurately and completely disclose to third parties the scope of Partner's successful completion of ICE MT training programs and certifications issued by ICE MT to Partner; (c) not disparage ICE MT or any of its products and offerings; (d) not engage in any deceptive, misleading, illegal, or unethical practices; (e) not make any representations or warranties concerning ICE MT products and offerings, except as set forth in printed marketing collateral or documentation furnished by ICE MT; (f) conduct business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of ICE MT; and (g) comply with all applicable federal, state, and local laws and regulations.

1.6 Internal Promotion. Partner will inform and educate its organization about the nature of the business relationship between the parties and ICE MT's products and offerings.

1.7 Expense of Doing Business. Partner will bear all of the costs and expenses of conducting its business in accordance with the terms of this Agreement.

1.8 Competing Products. Partner will not refer any prospective customers to the provider of a product or service that competes with or is

found in Exhibit D. This information will include, at a minimum, name, address, city, state, zip, phone, and type of business;

(c) Cooperate with the other party to facilitate communication with the potential customer to establish a business relationship;

(d) Make no representation concerning the other party or the other party's products or services, except as set forth in the printed marketing collateral or documentation furnished by the other party; and

(e) Comply with all procedures regarding customer referrals that are included in Exhibit C, including Program rules of engagement.

2.4 Referral Compensation. For referrals that result in revenue-generating customer relationships, each party will pay to the referring party the referral compensation set forth in Exhibit C. Each party's sole compensation under this Agreement for acceptance of a referral will be the payment of the referral compensation set forth in Exhibit C.

3. SUBCONTRACTING

3.1 Subcontracting Opportunities. ~~1607c 0 Tw ()Tj-0.004.5 (at-ns)-11t D w)16.5 (i)-5.9 65829.4 (C)n-0.00wi4uCi48 574.0857me-9.6 (i9e5.9 (pay)3.4 (t)-9.6~~

execution between the customer and, as applicable, ICE MT or Partner. A party must give notice of contract signature within 30 days of closing.

6.5 Payment Terms. All payments are due no later than 30 days after the date of the invoice. If Partner fails to pay an invoiced amount within 60 days after the date of the invoice, then ICE MT may terminate or suspend Partner's access to the Integration Technology and assess a late charge.

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10.2 Exceptions. Confidential Information will not include any information that (a) was publicly known and made generally available prior to the time of disclosure by the disclosing party, (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party, (c) is already in the possession of the receiving party at the time of disclosure, (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality, or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

10.3 Non-Use and Non-Disclosure. Each party will (a) treat as confidential all Confidential Information of the other party; (b) not disclose such Confidential Information to any third party, except on a "need to know" basis to third parties that have signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section, provided that the disclosing party has obtained the written consent to such disclosure from the other party; and (c) will not use such Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement. Each party is permitted to disclose the other party's Confidential Information if required by law so long as the other party is given prompt written notice of such requirement prior to disclosure and assistance in obtaining an order protecting such information from public disclosure.

10.4 Confidentiality of Information Provided to Customers. The parties agree that any Confidential Information provided by either party PNEeR

EXHIBIT A**PROGRAM LEVELS, QUALIFICATION CRITERIA, AND ANNUAL FEES**

The Program offers three levels of participation:

- **ICE MT Select:** The Select membership level provides essential tools and information to individuals who want to build a consulting practice around ICE MT's products and solutions. Individuals in this category typically have specialized offerings and in-depth Encompass experience.
- **ICE MT Premier:** Premier membership includes all the end-to-end elements needed to successfully go-to-market with ICE MT and requires a higher investment in program fees and resources than Select membership. Companies in this category typically have broad geographic reach and a large pool of resources, along with a focused consumer lending/mortgage practice.
- **ICE MT**

EXHIBIT C**REFERRAL COMPENSATION, REFERRAL PROCEDURES, AND RULES OF ENGAGEMENT**

1. Referral Compensation to Partner. ICE MT will compensate Partner for resulting sales to ICE MT's current customers or prospects with a flat fee based on the gross fees collected by ICE MT (or its authorized subcontractor) from such customer solely for the initial product or service for which the customer had been referred. The flat fee amount follows a tiered schedule that adjusts as the resulting aggregate deal value increases, as provided below. The referral compensation is due upon completion of the referred project and within 30 days of receipt of an undisputed invoice relating to such project.

Aggregate Annual Contract Value	Flat Referral Fee
\$0 - \$500K	\$500 each

EXHIBIT D
LEAD REFERRAL FORM