

## MASTER CONSULTING PARTNER AGREEMENT

This Master Consulting Partner Agreement (this “**Agreement**”) is entered into as of the effective date (the “**Effective Date**”) set forth on the attached order form (the “**Order Form**”) by ICE Mortgage Technology, Inc., a Delaware corporation formerly known as Ellie Mae, Inc. with its principal place of business at 4420 Rosewood Drive, Suite 500, Pleasanton, CA 94588 (“**ICE MT**”), and the individual or entity identified on the Order Form (“**Partner**”).

### BACKGROUND

ICE MT has established the ICE MT consulting partner program (the “**Program**”) to provide benefits to high-quality companies and individuals who build businesses around ICE MT products and offerings. Partner desires to join the Program at the one of the specified Program Levels for which Partner qualifies (the “**Partner Level**”) by meeting the qualification criteria specified in Exhibit A. This Agreement sets forth Partner’s benefits and obligations as a Program member and other terms of the Program. The parties agree as follows:

### 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 Partner with marketing and technical information concerning ICE MT products and offerings as well as brochures, instructional material, advertising literature, and other product data. ICE MT retains all right, title, and interest in and to all marketing materials that it provides to Partner under this Agreement. Partner must use only the marketing materials provided by ICE MT to market ICE MT products and offerings in an agreed-upon manner unless ICE MT has reviewed and approved Partner-prepared marketing materials in advance in writing.

1.3 NFR License. ICE MT will provide Partner with a license to a not for resale (NFR) version of ICE MT’s Encompass® solution (“**Encompass**”) for use in marketing and promoting the Encompass Solution. Partner must agree to, and use the NFR version in compliance with, the license agreement presented with NFR version.

1.4 Customer References. Partner must obtain advance written approval before publishing any references from customers and other third parties.

1.5 Business Practices. When seeking referrals (see Section 2), 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

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 may refer these opportunities to ICE MT, and will be considered for sub-contracting opportunities on these projects at ICE MT’s sole discretion

#### 1.11 Implementation Certification Course.

(a) Partner Led Implementations. In an effort to insure customer quality of implementations, ICE MT requires all Partners leading an implementation project with ICE MT customers associated with the Encompass or related suite of products successful complete a new Implementation Certification Course (individual level). The launch of the Implementation Certification Course is anticipated for Q2 2019. From the date the course is available, Partners will have six months to obtain certification. The lead consultant, and at least 50% of the total team working on the project will be required to have achieve certification. The cost of certification course will be paid by Partner to ICE MT at ICE MT’s then current prices.

(b) ICE MT Led Implementations. Sub-contractor resources assisting with ICE MT led implementation are encouraged to obtain Implementation Certification.

(c) Encompass Certified Administrator. In addition to Implementation Certification, all implementation and existing customer (post-deployment) projects require an Encompass Certified Administrator as lead on the project.

#### 2. REFERRALS

2.1 Referrals by Partner. Subject to the terms of this Agreement, ICE MT hereby appoints Partner as a nonexclusive representative to solicit and refer to ICE MT potential customers of ICE MT products and offerings. Partner will not have the authority, express or implied, to make any commitment or incur any obligations on behalf of ICE MT other than making referrals as set forth in this Agreement. Partner will use reasonable efforts to refer to ICE MT potential customers of ICE MT products and offerings. Partner will ensure that its sales representatives and agents are knowledgeable about ICE MT products and offerings. Partner will reasonably assist ICE MT in completing sales to accepted referrals. Without limiting the foregoing, Partner will, to the extent reasonably necessary, set up and attend meetings with referrals, provide ICE MT with detailed background on the identity of the referral and the representatives of the referral, and assist in preparing and presenting sales materials to referrals.

2.2 Referrals by ICE MT. ICE MT may in its sole discretion refer to Partner opportunities to implement ICE MT products and offerings or provide other products and services to third parties. ICE MT will not have the authority, express or implied, to make any commitment or incur any obligations on behalf of Partner other than making referrals as set forth in this Agreement.

2.3 Referral Process. In connection with referrals, each party will:

(a) Submit a form electronically (whether email or other form) of referral to the other party for each and every customer to whom they refer the other party in order to establish the other party’s presence within the account;

(b) Provide accurate and complete information to the other party regarding the prospective customer using the Lead Referral Form

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.** If Partner has entered into ICE MT's master services agreement ("**MSA**"), ICE MT may, in its sole discretion, select Partner to act as ICE MT's subcontractor to provide certain professional services related to ICE MT products and offerings to customers and prospective customers. Partner is not obligated to accept a subcontracting opportunity offered by ICE MT.

**3.2 Subcontracting Terms.** If Partner agrees to serve as ICE MT's subcontractor for a project, Partner and ICE MT will complete and execute a statement of work that describes the scope of the services to be performed by Partner and is governed by the MSA between Partner and ICE MT.

**3.3 Subcontracting Fees.** ICE MT will pay Partner for the subcontracted services in accordance with the terms of the MSA between Partner and ICE MT and the applicable statement of work unless ICE MT and Partner have agreed to a different hourly rate (or other fees) in the applicable statement of work.

### 4. DEAL REGISTRATION PORTAL

**4.1 Deal Registration Portal.** The Deal Registration Portal will allow Partner to report closed-won project details to ICE MT for purposes of customer satisfaction processes as well as revenue share calculation. Partner will report monthly electronically (via online portal or provided template) information related to all closed-won projects (and any subsequent change requests or modifications) with ICE MT customers associated with the Encompass or related suite of products. Recurring projects shall include the total contract value for the contract term (12 months minimum). Project information required will include customer name, project name, partner project lead, total contract value, start date, and anticipated end date. Partner must give notice of closed projects within 30 days of closing. ICE MT may request additional information to properly categorize the project, but specifically requests the partner does not send any information on hourly rates.

**4.2 Customer Satisfaction.** ICE MT will conduct customer satisfaction surveys of partner projects at its own expense, and report back the aggregate details to the partner in terms of a customer satisfaction score. Minimum customer satisfaction score is required to remain in the Pro Consulting Partner Program.

### 5. USE OF NAMES, LOGOS, AND TRADEMARKS

**5.1 Limited License.** ICE MT and Partner desire to fully protect their rights in their respective names, logos, trademarks, trade names, domain names, and other identifying indicia ("**Marks**"). Accordingly, each party authorizes the other party to use its Marks only as specifically set forth in this Section 5 or as a party may subsequently authorize in writing. Except as set forth in this Section 5, nothing contained in this Agreement will be deemed to grant any right, title, or interest in or to a party's Marks.

**5.2 Partner's Use of ICE MT Marks.** Partner may: (a) establish a link from a Partner web site approved by ICE MT (the "**Partner Web Site**") to [www.icemortgagegagetechnology.com](http://www.icemortgagegagetechnology.com) (the "**ICE MT Web Site**") and use ICE MT's name and approved domain name solely to display this link, (b) use the "ICE MT" logo as provided by ICE MT, and (c) use ICE MT's Marks as part of Partner's authorized use of any ICE MT-provided

marketing materials or information on which the Marks are reproduced. Partner must abide by all ICE MT policies and guidelines, including ICE MT's Corporate Identity and Brand Guidelines, a copy of which will be made available to Partner. Partner may not use product names or services marks that may reasonably be considered similar to those of ICE MT, and Partner will promptly take corrective action if notified by ICE MT of such circumstance. If Partner acquires any goodwill in any of ICE MT's Marks, all such goodwill will automatically vest in ICE MT and Partner will take all such actions and execute any documents necessary to effect such vesting.

**5.3 No Use of ICE MT's Marks as Search Terms.** Partner must not create, acquire, license, bid on, or support any Internet or electronic keyword, ad word, search term, social media handle, or domain name that contains an identical or confusingly similar mark to any of ICE MT's Marks.

**5.4 ICE MT's Use of Partner Marks.** ICE MT may: (a) establish a link from the ICE MT Web Site to the Partner Web Site, (b) use Partner's name and approved domain name solely to display this link, and (c) use Partner's logo provided by Partner to ICE MT.

**5.5 Supervision and Revocation.** Each party will comply with the other Party's ongoing instructions and supervision with respect to its Marks, including: (a) the context in which the Marks are used; (b) the substitution of a newer version of a Mark for a version previously authorized; (c) the size, color, and graphic quality of the display of the Marks; and (d) all other matters within the reasonable discretion of the owner of the Marks. ICE MT will have the right to remove the link to the Partner Web Site from the ICE MT Web Site and to require Partner to remove the link to the ICE MT Web Site from the Partner Web Site if, in ICE MT's reasonable opinion, the Partner Web Site is displaying content that is illegal, obscene, defamatory, infringes third party rights, or would otherwise bring ICE MT into disrepute. Either party may revoke any license to use one or more of its Marks at any time for any reason within its sole discretion. Each party will stop using the other party's Marks as soon as reasonably possible following receipt of a notice of revocation of a license, or receipt of a notice of non-renewal or termination of the Agreement, and in any event by the date of expiration or termination of the Agreement.

**5.6 Mark Protection.** Any license to use the other party's Marks is a limited, royalty-free, non-exclusive, non-sublicenseable, and non-transferable license. Each party reserves all rights in its respective Marks except to the extent specifically stated above or in a subsequent written authorization. Each party's use of the other party's Marks will inure to the benefit of the owner of the Mark. Each party acknowledges that there is substantial goodwill and commercial value associated with the other party's Marks and agrees that it will use commercially reasonable efforts to protect the other party's Marks. Neither party will do any of the following in any market with respect to the other Party's Marks: (a) attack ownership of or rights to any of the Marks, or protectability of the Marks; (b) file an application for registration of any of the Marks with the trademark office of any country, or file an application to register any of the Marks as a domain name in any country or with any domain name registrar; (c) use in any manner or file an application for registration of any of the Marks or any mark that is confusingly similar to the Marks; (d) take any action that would bring any of the Marks into public disrepute; or (e) take any action that would tend to destroy or diminish the goodwill in any of the Marks, including using the Marks in a descriptive manner or as generic references for similar services of other providers.

### 6. PAYMENT TERMS

**6.1 Annual Program Fee.** The Program annual fee for the Partner Level specified in Exhibit A and the Order Form is due upon the Billing Start Date (as defined in Section 7.1 below) and on each anniversary of that date.

**6.2 Revenue Share.** The Revenue Share paid to ICE MT will be calculated on the aggregate amount invoiced, or expected to be invoiced, by Partner multiplied by the percentage set forth in Exhibit C, and invoiced on a monthly or quarter basis as determined by ICE MT.

**6.3 Promotional Activities, Training, and Other Paid Benefits.** Partner will pay for promotional activities, training, and other paid benefits according to the terms of the agreements applicable to those benefits.

**6.4 Referral Compensation.** Referral compensation to be paid pursuant to Section 2.4 may be invoiced upon notice of contract

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 equal to the lesser of 1.5% of the outstanding amount per month or the maximum rate permitted by law.

6.6 Accounting Contact. Payments to ICE MT must be sent to ICE MT, Inc., PO Box 671453, Dallas, TX 75267-1453, ATTN: Accounts Receivable. Accounting/payment inquiries regarding ICE MT must be sent to [Accounting-MortgageTech@ice.com](mailto:Accounting-MortgageTech@ice.com).

6.7 Taxes. The fees and all other amounts payable to ICE MT under this Agreement are net amounts to be received by ICE MT, exclusive of all taxes (other than taxes based solely on ICE MT's income), duties and assessments and are not subject to offset or reduction because of any costs, expenses, taxes, duties, withholdings, assessments, or liabilities incurred by Partner or imposed on ICE MT in the performance of this Agreement or otherwise due as a result of this Agreement. Partner will be responsible for, and must pay directly, any and all such taxes, duties, assessments, and charges, including any sales and use taxes and will indemnify and hold ICE MT harmless for same.

6.8 Audit. ICE MT will have the right, at its expense and upon reasonable notice to Partner, and no more often than once every six months, to audit appropriate records of Partner to ensure that payments to it are accurate and reflect the terms of this Agreement and to ensure the accuracy of any information submitted through the Deal Registration Portal as set forth in Section 4.1. Such audits will take place during normal business hours and ICE MT will endeavor to minimize disruption to Partner's business activities during such audits.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement will commence upon the first of the month following the Effective Date (the "**Billing Start Date**") and continue for the term set forth on the Order Form, unless earlier terminated in accordance with the provisions of this Agreement. This Agreement will automatically renew for additional successive one-year terms unless Partner no longer meets the Program qualification criteria, Partner fails to pay the Program annual fee before the applicable anniversary of the Effective Date, or ICE MT gives notice of non-renewal at least 30 days before the end of the then-current term.

7.2 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the material breach to the other party's reasonable satisfaction within 30 days of receiving written notice of the material breach.

7.3 No Liability for Termination. Except as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement, neither party will be liable to the other, because of such termination, for expenditures or commitments made in connection with this Agreement or damages caused by the loss of prospective profits or anticipated sales. Termination will not, however, relieve either party of obligations incurred prior to the date of the termination.

### 7.4 Effects of Termination or Expiration

(a) Upon termination or expiration of this Agreement, (i) each party will only be responsible for paying compensation for referrals accepted before the date of termination and (ii) Partner will be pay for all benefits provided before the date of termination or expiration and all other fees that accrued prior to the date of termination or expiration; (iii) any and all liabilities accrued prior to the date of the termination or expiration will survive; and (iv) Partner will certify in a writing signed by an authorized representative that Partner has destroyed all copies of the Integration Technology and that all use of the Integration Technology and ICE MT's Marks by Partner have been discontinued.

(b) In addition, the following provisions will survive any expiration or termination of this Agreement: Sections 1.5 (solely with respect to referrals made before termination or expiration), 2.4 (solely with respect to referrals made before termination or expiration), Section

6 (solely with respect to outstanding payments), 7.3, 7.4, 9, 10, 11, and 12.

## 8. REPRESENTATIONS AND WARRANTIES

8.1 Authority. Each party represents and warrants that (a) the person signing this Agreement on its behalf has all necessary power and authority to do so, and that upon such signature this Agreement is a binding obligation upon it; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part; and (c) this Agreement constitutes a valid and binding obligation on the party that is enforceable in accordance with its terms. Each party also represents and warrants that the entering into and performance of this Agreement by each party does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, or undertaking.

8.2 Limited Warranty to End Users. In each end user agreement, ICE MT currently provides a limited warranty regarding the performance of ICE MT products and offerings. This warranty, and any warranties implied by law, will run directly from ICE MT to end users that accept the end user agreement. ICE MT makes no warranties to Partner and will have no liability to Partner for any warranties made to end users.

8.3 WARRANTY DISCLAIMER, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, ICE MT MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WITH RESPECT TO THE INTEGRATION TECHNOLOGY, WHICH ARE PROVIDED "AS IS." ICE MT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. PARTNER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF ICE MT TO ANY OTHER THIRD PARTY.

## 9. PARTNER INDEMNIFICATION

9.1 Defense of Claims. Partner will defend ICE MT and its affiliates and their employees, directors, agents, and representatives ("**ICE MT Indemnified Parties**") from any actual or threatened third party claim arising out of or based upon Partner's breach of this Agreement, Partner's negligence or willful misconduct, Partner's failure to comply with applicable law, or Partner's infringement or other violation of a third party's or ICE MT's intellectual property rights. ICE MT will: (a) the applicable ICE MT Indemnified Party gives Partner prompt written notice of the claim; (b) Partner has full and complete control over the defense and settlement of the claim; (c) the applicable ICE MT Indemnified Party provides assistance in connection with the defense and settlement of the claim as Partner may reasonably request; and (d) the applicable ICE MT Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

9.2 Indemnification. Partner will indemnify each of the ICE MT Indemnified Parties against (a) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 9.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Partner's consent after Partner has accepted defense of such claim); and (c) if any proceeding arising under Section 9.1 is settled, Partner will pay any amounts to any third party agreed to by Partner in settlement of any such claims.

## 10. CONFIDENTIAL INFORMATION

10.1 Definition. "**Confidential Information**" means any proprietary information of a party to this Agreement disclosed by one party to the other that is in written, graphic, machine readable, or other tangible form and is marked "Confidential" or "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral disclosures, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the disclosing party within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

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 to its customers, including, but not limited to, pricing proposals, statements of work, etc., are deemed to be Confidential Information for the purposes of this Agreement.

10.5 Confidentiality of Agreement. Neither party to this Agreement will disclose the terms of this Agreement to any third party without the consent of the other party, except as required by securities or other applicable laws. Notwithstanding the above provisions, each party may disclose the terms of this Agreement (a) in connection with the requirements of a public offering or securities filing; (b) in confidence, to accountants, banks, and financing sources and their advisors; (c) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (d) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

## 11. LIMITATION OF LIABILITY

11.1 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, ICE MT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PARTNER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF ICE MT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL ICE MT'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY ICE MT TO PARTNER UNDER THIS AGREEMENT (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

11.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## 12. GENERAL

12.1 Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement should be construed to give either party the power to (a) act as an agent or (b) direct or control the day-to-

day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.

12.2 Non-Assignability and Binding Effect. Neither party will assign its rights and obligations under this Agreement without the written consent of the other party, except to a successor to its business (including a successor by way of merger, acquisition, sale of all or substantially all of its assets, or operation of law). Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

12.3 Notices. Any notice required or permitted to be given under this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth below and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

To ICE MT:

ICE MT, Inc.  
4420 Rosewood Drive, Suite 500  
Pleasanton, CA 94588  
Attn: Shea Haley, SVP, Professional Services

With a copy to:

Attn: Legal Department, [LegalDepartment-MortgageTech.com](http://LegalDepartment-MortgageTech.com)

To Partner: As set forth on the Order Form

12.4 Force Majeure. Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

12.5 Governing Law and Litigation. This Agreement is governed by the laws of the state of California, without giving effect to provisions related to choice of laws or conflict of laws. Venue and jurisdiction of any lawsuit involving this Agreement exists exclusively in the state and federal courts in the Northern District of California, unless either party seeks injunctive relief that, in that party's reasonable and good faith judgment, would not be effective unless obtained in some other venue. The prevailing party in any lawsuit arising from or relating to this Agreement is entitled to recover its costs, including reasonable attorneys' fees.

12.6 Dispute Resolution. Other than claims for injunctive relief brought by Partner or ICE MT to the extent necessary to prevent irreparable harm, any claim, dispute or controversy between the parties, under, arising out of or related to this Agreement will be determined by arbitration in San Francisco, California, under the Commercial Arbitration Rules, Expedited Procedures, of the American Arbitration Association ("AAA") in effect on the date hereof. However, the parties must first attempt in good faith to negotiate a solution to their differences. There will be one arbitrator selected by the parties within 10 days of the arbitration demand or if not, by AAA, who will be an attorney with at least 15 years business law experience. Each party will bear its own attorneys' fees and costs related to the arbitration. The award of the arbitrator will be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event will the arbitrator award pre-award interest not otherwise agreed to by the parties, punitive damages, or an award in excess of the amount of direct compensatory damages actually incurred by the claiming party as are consistent with the damages limitations in this Agreement. Neither a party, a witness, nor the arbitrator may disclose the contents or results of any arbitration without the prior written consent of all parties, unless, and then only to the extent necessary, required to enforce or challenge the award, as required by law, or as necessary for financial and tax reports and audits.

12.7 Affirmative Action. To the extent applicable to Partner, Partner will abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, individuals with disabilities, against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin

or any other protected class covered under federal or state law. Moreover, if applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12.8 Insider Trading. Partner acknowledges and understands that ICE MT is a publicly traded company and Partner and its personnel may gain access to material non-public information in connection with this Agreement. Partner will, and will cause any personnel directly performing the services under this Agreement to not engage in any activities related to ICE MT's securities using any material non-public information that would violate U.S. securities laws or other similar laws during the term of this Agreement.

12.9 Remedies Cumulative. The remedies provided to the parties under this Agreement are cumulative and will not exclude any other remedies to which a party may be lawfully entitled.

12.10 Waiver and Severability. The waiver by either party of any breach of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of such party's right to demand

strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.

12.11 Entire Agreement. This Agreement, including any exhibits, is the final and complete expression of all agreements between these parties and supersedes all previous oral and written agreements regarding these matters. It may be changed only by a written agreement signed by the party against whom enforcement is sought. The exhibits referred to in this Agreement are incorporated by this reference as if fully set forth here.

12.12 Execution in Counterparts and by Facsimile. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

**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 Elite:** The Elite membership is offered to market leaders with significant market share in the mortgage industry. Elite members have higher eligibility requirements and receive all the benefits of Premier members plus a closer one-on-one relationship with ICE MT. Elite membership is by ICE MT invitation only.

	Select	Premier	Elite
<b>Minimum Qualifications</b>			
<b>Demonstrated Skills:</b> <b>Certified Administrator</b>	1 resource	2+ resources	10+ resources
<b>Customer References</b>	Minimum 4	Minimum 10	Minimum 15
<b>Customer Satisfaction Scores*</b>	Min 8.5 out of 10	Minimum 8.5 out of 10	Minimum 9.3 out of 10
<b>Annual Fees</b>			
	\$2,500	\$5,000	\$10,000
<b>Notes:</b>			

All Partners must maintain a minimum 8.5 out of 10 customer satisfaction rating as an average on a quarterly basis to maintain Program Status at any level.

Premier membership is by ICE MT invitation only.

\*ICE MT asks that each Partner submit at least five mutual customers with whom Partner has performed services for over the past calendar year and who have given their approval to participate in a client satisfaction survey conducted by a third-party chosen by ICE MT. The list of clients shall include: Company Name, Full Address, Contact Name, Contact telephone number and Contact email address. Partner is required to ensure that all such customers have provided their consent prior to participating in the survey.

**EXHIBIT B**  
**BENEFITS BY PROGRAM LEVEL**

		Select	Premier	Elite
<b>Partner Marketing</b>	<b>Type</b>			
<b>Individual Achievement &amp; Partner Mark</b>	Core	✓	✓	✓
<b>Press Release</b>	Core	Standard Template	Standard Template	Tailored
<b>Listing in Partner Directory (Marketplace)</b>	Core	Standard Template	Standard Template	Standard Template
<b>Partner Promotional Marketing</b>	Core	Guidelines Provided	Guidelines Provided	Guidelines Provided
<b>Education</b>				
<b>Online Learning System Access</b>	Core	✓	✓	✓
<b>Discounted training (paid online, onsite)</b>	Paid	15% of published price	20% of published price	25% of published price
<b>Train-the-Trainer Options</b>	Paid	Not available	Not available	Additional paid
<b>Support</b>				
<b>Partner Resource Center</b>	Core	✓	✓	✓
<b>NFR Encompass License</b>	Core	Based on number of certified individuals		
<b>Partner Demo Environment</b>	Core			

## 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
\$501 - \$1,000K	\$750 each
\$1,001 - \$1,500K	\$1,000 each
\$1,501 - \$2,000K	\$1,500 each
\$2,001K+	\$2,000 each

2. Referral Compensation to ICE MT. Partner will compensate ICE MT for resulting sales to ICE MT's current customers or prospects in an amount equal to 20% of the gross fees invoiced, or expected to be invoiced, by Partner from such customer solely for the initial product or service for which the customer had been referred. The referral compensation is due upon execution of customer project contract of the referred project and within 30 days of receipt of an undisputed invoice relating to such project.

3. Subsequent Projects After Initial Referral. Partner will compensate ICE MT for all resulting sales of subsequent Partner projects (after the initial referral) in the amount equal to 10% of the gross fees invoiced, or expected to be invoiced, by Partner from such customer. The referral compensation is due upon execution of customer project contract of the referred project and within 30 days of receipt of an undisputed invoice relating to such project.

4. Referral Procedures. If a party determines that a referral is advisable, that party will promptly submit the referral for the customer or prospect pursuant to Section 2.3 of the Agreement. Within two business days of a party's submission of a business prospect referral, the non-referring party will review the submission to determine whether to accept or reject the opportunity and will provide the referring party with a written (including email) notification of its acceptance or rejection of the proposed referral opportunity. All proposed referral opportunities that have been previously registered as opportunities (whether by duplicative submissions or by a party's own independent sales efforts) by a non-referring party will be rejected and no referral compensation will be paid on rejected referrals. The parties will use commercially reasonable efforts to agree upon a process to register and track referrals using the Lead Referral form found in [Exhibit D](#).

5. Marketplace Referral Compensation to ICE MT. Partner will compensate ICE MT for resulting sales to ICE MT's current customers or prospects in an amount equal to 10% of the gross fees invoiced, or expected to be invoiced, by Partner from such customer solely for the initial product or service for which the customer had been referred. The referral compensation is due upon execution of customer project contract of the referred project and within 30 days of receipt of an undisputed invoice relating to such project.



**EXHIBIT D  
LEAD REFERRAL FORM**

*To submit leads to ICE MT, please email the form below to [elliemaepro@elliemae.com](mailto:elliemaepro@elliemae.com)  
and include "ICE MT Lead Submission" in the subject line.*

**Partner Information**

<b>Company Name</b>		<b>Contact Name</b>	
<b>Business Phone</b>		<b>Email Address</b>	
<b>Date of lead submission</b>			

**Prospect Information**

<b>Name</b>		<b>Company Name</b>	
<b>Title</b>		<b>Address 1</b>	
<b>E-mail Address</b>		<b>Address 2</b>	
<b>Business Phone</b>		<b>City</b>	
<b>Mobile Phone</b>		<b>State/Zip</b>	
<b>Additional Comments:</b>			

**Validation and Qualification Questions**

<b>Relationship</b>											
What products or services will/do you provide this customer:											
Can you influence the decision to buy ICE MT solutions:					yes				no		
Customer's willingness to work with ICE MT:					Positive			Neutral			
On this lead, are you already working with a ICE MT rep:					yes			no	whom:		
Other key customer contact:					Name			Title			
Do you or your firm have access to C-level executives:					yes				no		
<b>Business Initiatives</b>											
What does customer expect to achieve from this project:					revenue growth			savings			
Other Goals:											
<b>ICE MT Software &amp; Services</b>											
Project Description:											
Solutions required:					Encompass		EPPS		CRM		
Application status:					New		M&A/Migration			Custom	
Reason for change:								Estimated # of seats:			
<b>Budget and Timeline</b>											
Have funds been allocated:					yes				no		
Other major IT initiatives for current & next year:											
Key decision dates:					RFP		Decision			Operational	
<b>Competitive Environment</b>											
Any competitors already engaged					1)			2)			

**Lead Exclusivity**

<b>If this is an exclusive lead for ICE MT, please sign.</b>	I agree not to market services that compete with the ICE MT Solutions for this Lead.
	_____ Partner Signature