

SOFTWARE AS A SERVICE AGREEMENT

This Software As A Service Agreement (the "**Agreement**") is made to be effective as of completions of Comopany's account (the "**Effective Date**") between Yellow Frame Corp.(YFI) a Delaware Corporation, with its principal place of business at 9900 Spectrum Drive, Austin, Teas 78746 and (Company)

WHEREAS, YFI and Company are each in the business of providing real estate transaction software and/or services to their respective customers;

WHEREAS, YFI and Company share clients that purchase products, software licenses, or services directly from YFI and Company independently ("**Joint Client**");

WHEREAS, the parties would like to enable the Joint Clients to order and receive certain features or functions of Company's services and products ("**Company Services**") through YFI's TitleClose software ("**TitleClose**").

WHEREAS, the parties will integrate the Company Services with TitleClose as described in *Exhibit A* to achieve the desired result described in *Exhibit A* ("**Integration**"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. OBLIGATIONS & RESPONSIBILITIES.** Each party will perform its respective obligations as described in *Exhibit A*. Company and YFI each remain fully liable for their respective software, services, products, support and maintenance of its software, services and products, and the performance of their obligations to their respective customers, including Joint Clients.
- 2. COMPENSATION.** During the Term, Company will pay YFI the Fees set forth in the Company's selection on the sign-up form.
- 3. PAYMENTS.** During the term of the Agreement, Company will pay YFI on the first of each month in immediately available funds to the account designated by YFI in writing from time to time.
- 4. REPORTS.** During the Term and for a period of 1 year after termination of this Agreement, Company will maintain records detailing the Company Services that Company has provided to Joint Clients through the Integration and the fees Company has received for such Company Services, including calculation of the Fees. With each payment of Fees, Company will provide a written report to YFI specifying the names of the Joint Clients receiving Company Services through the Integration, the dates on which such Company Services were performed or provided, and the fees and Fee paid by such Joint Client for such Company Services. During the Term and for a period of one (1) year after termination of this Agreement, Company will make available to YFI such records and reports as YFI may reasonably request to verify the accuracy of such Fee calculations and payments.
- 5. OWNERSHIP.** As between the parties, YFI owns right, title and interest in and to its software, APIs, TitleClose, documentation, data, databases, development tools, know-how, methodologies, pricing, processes, and technologies, and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights therein, and improvements or modifications to any of the foregoing items (collectively "**YFI IP**"). Except for the trademark license granted in Section 8(a) of this Agreement, YFI grants Company no rights to the YFI IP, and YFI reserves all rights not expressly granted in this Agreement. As between the parties, Company owns right, title and interest in and to its software, APIs, Company Services, documentation, databases, development tools, know-how, methodologies, processes, and technologies,

and all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights therein, and improvements or modifications to any of the foregoing items (collectively “**Company IP**”). Except for the trademark license granted in Section 8(a) of this Agreement, Company grants YFI no rights to the Company IP, and Company reserves all rights not expressly granted in this Agreement.

6. PERFORMANCE. Each party shall perform its obligations hereunder in accordance with all applicable laws and regulations, including, without limitation, laws governing the use of individual information, deceptive and misleading advertising, electronic commercial communications, telemarketing and other similar laws (“**Applicable Laws**”). Without limiting the foregoing, neither party will (i) make false, deceptive, or misleading representations or statements about or related to the other party or its products or services; (ii) make representations, warranties or guarantees to any party with respect to the specifications, features or capabilities of the other party or the other party’s services except those specifically authorized by YFI; and (iii) contact any third party in a way that suggests that the party is acting on behalf of the other party. Each party will reasonably cooperate, at its own expense, with the other party, in order to create the Integration.

7. CONFIDENTIALITY.

- a. “**Confidential Information**” means all information of every kind that relates to the business, products or services of either party that would lead a reasonable person to believe such information is confidential.
- b. The party receiving or obtaining Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) may use Confidential Information of the Disclosing Party solely for purposes of fulfilling its obligations under this Agreement and not for any other purpose, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are bound by the confidentiality restrictions at least as protective of Disclosing Party as those contained in this Agreement. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Notwithstanding the foregoing, each party may disclose the other party’s Confidential Information and the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; (iv) in confidence, to accountants, banks, and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction. In the event that the Receiving Party is required to disclose any Confidential Information of the Disclosing Party pursuant to subsection (i) or (ii) above, the Receiving Party will notify the Disclosing Party of such required disclosure promptly and in writing and cooperate with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- c. The Receiving Party’s obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can reasonably document that such information: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public or known to the trade; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information.

- d. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. However, the Receiving Party may retain Confidential Information as may be reasonably required for audit or other ongoing business purposes subject to the obligations set forth in Section 7(b). At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 7.

8. TRADEMARK LICENSES.

- a. **By YFI.** During the Term, YFI hereby grants to Company a nonexclusive, royalty free, non-transferable, non-sublicensable license to use and display the trademarks, logos and trade names ("**Trademarks**") provided by YFI to Company solely in connection with, and for promotion of TitleClose and the Integration.
- b. **By Company.** During the Term, Company hereby grants to YFI a nonexclusive, royalty free, nontransferable, non-sublicensable license to display the Trademarks provided by Company solely in connection with, and for promotion of the Company Services and the Integration.
- c. **Trademark Use Guidelines; Quality Control; Benefit of Use.** Each party's use of the other party's Trademarks as permitted in Sections 8(a) and (b) of this Agreement will be in accordance with the guidelines and policies regarding advertising and trademark usage as established from time to time by the party granting the license to use its Trademarks. All rights not expressly granted under Sections 8(a) and (b) are reserved by the party granting the license. All use of the Trademarks, together with the goodwill arising from such use, will inure to the sole benefit of the owner of the trademarks. Upon request of the licensor of Trademarks, the other party will submit to the other samples of all materials bearing the licensor's Trademarks, including, without limitation, any advertising, web pages, packaging or other materials. In the event of any improper use of a party's Trademarks, the party granting the license will have the right to deliver written notice describing the improper use, and other party will immediately remedy such improper use. If a party fails to remedy such improper use within thirty (30) days following its receipt of such written notice, the party granting the license will have the right to terminate the Agreement by providing written notice of such termination in accordance with Section 13 of this Agreement.

9. INDEMNIFICATION. Each party will defend, indemnify and hold harmless the other party and its affiliates and its officers, directors, agents and employees, from and against any and all claims, suits, proceedings, causes of actions, in each of the foregoing cases that is brought by a third-party, and related losses, liabilities, damages costs and expenses (including without limitation reasonable attorneys' fees) arising out of or related to (i) its products or services, including, without limitation, claims that its products or services infringe third-party rights, or (ii) any intentional or grossly negligent act, omission or misrepresentation by that party, its agents or employees.

10. DISCLAIMER. Neither party has any obligation to refer its customers to the other party. YFI will not be liable or responsible for issues arising from or related to the Company Services, and Company will not be liable or responsible for issues arising from or related to TitleClose. EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE INTEGRATION, TITLECLOSE, COMPANY SERVICES, AND ANY OTHER SERVICE OR PRODUCT OFFERED BY EITHER PARTY, OR ANY OTHER MATTER SUBJECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS COMPANY HAS PAID TO YFI HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO A LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION 11 WILL NOT APPLY TO A PARTY'S BREACH OF SECTION 7, A PARTY'S PAYMENT OBLIGATIONS, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.

12. TERM. The term of this Agreement will commence on the Effective Date and will continue for a period of three years, unless terminated sooner pursuant to the terms of this Agreement (the "**Initial Term**"). Upon expiration of the Initial Term, the term of this Agreement will automatically extend for consecutive additional one-year terms (each, a "**Renewal Term**"), unless a party provides written notice to the other party thirty at least (30) days' prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and any Renewal Terms will be referred to collectively herein as the "**Term.**"

13. TERMINATION. Either party may terminate this Agreement (i) if the other party materially breaches the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days following written notice to the breaching party; (ii) if the other party becomes insolvent, makes any assignment for the benefit of its creditors, goes to liquidation or has a receiver or a trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seek the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute; or (iii) by the mutual consent of the parties.

14. EFFECT OF TERMINATION. Upon the termination of this Agreement for any reason, (a) the Trademark licenses granted pursuant to Section 8 above will immediately terminate; (b) each party will immediately cease using the other party's Trademarks; (c) each party will return all Confidential Information of the other party in its possession or control; (d) each party will take reasonably necessary steps to immediately disable the Integration, and (e) Company will submit a final report to YFI covering all unpaid Fees through the effective date of termination along with payment therefor. Sections 2, 3, 4, 5, 7, 9, 10, 11, 14 and 15 will survive the termination of this Agreement.

15. GENERAL PROVISIONS. Each party hereto is an independent contractor of the other and neither will be deemed an employee, agent, partner or joint ventures of the other. Except as expressly set forth herein, neither party will have the authority to make or accept any offers, representations or warranties on the other's behalf. This Agreement is personal in nature and Company agrees not to and may not assign, transfer or otherwise dispose of any rights or delegate any obligations under this Agreement without YFI's prior written consent, and any attempted or purported assignment or other transfer in violation of the foregoing will be void and without effect. This Agreement will inure to the benefit of and be binding upon each party and their respective successors and permitted assigns. This Agreement and its Exhibits constitute the full complete understanding and agreement of YFI and Company and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter hereof. Except as expressly stated in this Agreement, any waiver, modification or amendment of any provision of this Agreement will be effective only if in the form of a written amendment to this Agreement and signed by YFI and Company. Any and all notices given under the provisions of this Agreement must be in writing and must be delivered personally, by mail, by courier or sent by fax (with confirmation of

receipt). All notices will be sent to the applicable address on the signature page hereto and will be effective when received. The parties may change their respective addresses by written notice to the other party. No delay or omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof and any single or partial exercise of any such right or remedy, power or privilege will not preclude any later exercise thereof. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then such provision will be fully severable, and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provision were not a part hereof. The headings of Sections herein are for convenience only and will not be deemed to affect in any way the scope, intent or meaning of the provisions to which they refer. This Agreement will be governed and construed in accordance with the laws of the State of Colorado, without reference to its conflict of law's provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Yellow Frame, Corp.

By: _____

Name: Kathryn Freeman

Title: CSO

Date:

By: _____

Name:

Title:

Date:

