

Agreement No. _____

HomeKeeper Membership Agreement

THIS **MEMBERSHIP AGREEMENT** (this "Agreement") is made and entered into as of [INSERT DESIRE EFFECTIVE DATE] (the "Effective Date"), by and between the National Community Land Trust Network d/b/a Grounded Solutions Network, a California not-for-profit ("Company"), having a mailing address P.O. Box 42255, Portland, Oregon 97242, and [INSERT NAME] ("Participating Organization"), having an address at [INSERT ADDRESS].

RECITALS

WHEREAS, the Company is exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company provides technical assistance to participants in the affordable housing industry;

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has developed a Salesforce.com managed package known as "HomeKeeper," which is a workflow management system designed to help participants in the affordable housing industry manage their homeownership programs and track the impact of their programs in their communities;

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has also developed a database that will be used to aggregate and analyze data collected through HomeKeeper and generate sector-wide performance reports that are based on such data ("HomeKeeper Hub");

WHEREAS, in furtherance of the tax-exempt purposes of the Company, the Company has established a user group (the "HomeKeeper User Group") comprised of affordable housing industry participants who wish to utilize HomeKeeper to manage their homeownership programs, track the impact of their programs in their communities, and contribute data to the HomeKeeper Hub in order to improve the depth and quality of the industry data available to members of the user group (collectively, "Members");

WHEREAS, Members of the HomeKeeper User Group will have an opportunity to utilize a standardized version of HomeKeeper, provide input to the Company with regard to the standardization of national, affordable housing reporting metrics, collaborate on future updates and improvements to HomeKeeper that are grounded in those metrics, and have access to the sector-wide performance reports that are generated by HomeKeeper Hub; and

WHEREAS, the Participating Organization wishes to become a Member of the HomeKeeper User Group on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

AGREEMENT

1. Membership in HomeKeeper User Group.

- (a) Participation. Subject to the payment of the fees described in Section 5 hereof, the Participating Organization will, upon the execution of this Agreement, become a Member of the HomeKeeper User Group established by the Company and will be entitled to receive the benefits of membership described in Section 2 hereof.
- (b) Management. HomeKeeper is a program of the Company and is managed by a group of Company employees and contractors who are dedicated to supporting the Company's affordable housing initiatives in furtherance of the Company's tax-exempt purposes. Accordingly, the HomeKeeper User Group will be managed by the Company.

2. Benefits Available to Members. As a Member of the HomeKeeper User Group, the Participating Organization will be granted access to a standardized version of HomeKeeper, have the opportunity to provide input to the Company with regard to the standardization of national, affordable housing reporting metrics, collaborate on future updates and improvements to HomeKeeper that are grounded in those metrics, and have access to the sector-wide performance reports that are generated by HomeKeeper Hub.

(a) Managed Software Package.

- (i) Software. HomeKeeper will be available to the Participating Organization through Salesforce.com. HomeKeeper is a workflow management system that will support the collection and analysis of uniform data sets that are critical to the success of the affordable housing programs managed by Members of the HomeKeeper User Group.
- (ii) Maintenance. The Company will maintain HomeKeeper by:
 - a. Performing bug fixes as needed; and
 - b. Updating the software to include new features and functionality from time to time at the Company's discretion based on input from the HomeKeeper User Group.
- (iii) Support. The Company will support HomeKeeper, and provide training to the HomeKeeper User Group, as described on the then current Training and Support Services Schedule posted on the Company's website at <http://homekeeper.zendesk.com>, as such schedule may be updated and modified from time to time by the Company (the "Training / Support Schedule"). Although the Company wishes to provide a seamless user experience to the Members of the HomeKeeper User Group, it may be necessary or desirable for Members to interact directly with the Company's third party technology service providers from time to time to obtain certain support services as described on the Training / Support Schedule. In addition, the Participating Organization understands and agrees that, in the event that fees collected from Members under this Agreement are insufficient to cover all training and support costs, the Company may scale training and support back to a level that is achievable with available funding. Except as noted on the

Training / Support Schedule, the cost of third party support is included in the fees that are payable to the Company pursuant to Section 5.

- (b) HomeKeeper Hub. HomeKeeper is designed to transfer data from certain data fields selected by the Company from each HomeKeeper user account to HomeKeeper Hub, where the data will be aggregated and analyzed and ultimately used as a basis for industry sector performance reports in furtherance of the Company's tax-exempt purposes. Additional data may be collected through HomeKeeper User Group surveys conducted by the Company from time to time; survey data will also be stored in and analyzed through HomeKeeper Hub. The Company will furnish the Participating Organization with a copy of, or access to, all reports containing aggregated affordable housing industry data that are generated by the Company through HomeKeeper Hub which are intended for distribution to Members. These reports may include measurements of: the overall performance and affordability of the affordable homeownership model, and the impact of the affordable homeownership program model as demonstrated by return on community investment, homeowner mobility and foreclosure rates.

- (c) HomeKeeper User Group Meetings. The HomeKeeper User Group will convene at least two (2) times each year to discuss potential improvements to HomeKeeper, the reports generated through HomeKeeper Hub and other topics that may be of interest to the group. The Company will schedule all HomeKeeper User Group meetings, prepare and distribute materials that will be referenced during the meetings, and host the meetings.

- (d) HomeKeeper Code.
 - (i) Ownership. The source and object code comprising HomeKeeper (collectively, the "HomeKeeper Code") are owned by third parties (collectively, the "Third Party Licensors") and licensed to the Company for the purposes described herein. The Company is permitted under the terms of its agreements with the Third Party Licensors to sublicense and distribute the HomeKeeper Code to the Members of the HomeKeeper User Group.

 - (ii) Un-Approved Code Modifications. Because the benefits available to the HomeKeeper User Group hereunder are dependent upon the stability of the HomeKeeper Code, the standardization of industry data and the collaboration of the HomeKeeper User Group, the Company will have the right to terminate this Agreement and the Participating Organization's membership in the HomeKeeper User Group immediately upon written notice to the Participating Organization in the event that the Participating Organization elects to modify the HomeKeeper Code in any way during the Term without the Company's prior written approval of the specific modifications that the Participating Organization proposes to make. For avoidance of doubt, this provision does not apply to permitted changes to configuration settings within HomeKeeper that are made by the Participating Organization in accordance with guidelines and instructions posted by the Company on its website at <http://homekeeper.zendesk.com>.

3. Responsibilities of Participating Organization.

- (a) Cooperation. The Participating Organization shall use its best efforts to cooperate with the Company and third parties identified by the Company as may be reasonably necessary so as to enable the Company to facilitate the activities of the HomeKeeper User Group, the implementation, maintenance and support of HomeKeeper and HomeKeeper Hub, and the data collection, aggregation, reporting and analytics for HomeKeeper Hub. Such cooperation shall include furnishing information and materials regarding the Participating Organization's affordable homeownership programs and related transactions to the Company in a timely, accurate and complete fashion, entering all current and past property and homebuyer files for then current homeowners, completing all required data fields as indicated within HomeKeeper, making Participating Organization's personnel reasonably available to the Company upon request, identifying a primary contact for implementation and maintenance, completing surveys upon request, actively participating in HomeKeeper User Group meetings and activities, and timely performing any tasks designated by the HomeKeeper User Group to the Participating Organization.
- (b) Salesforce.com Account and Additional Technology Services. The Participating Organization must have a Salesforce.com account in order to access and use HomeKeeper. The Participating Organization is solely responsible for establishing the account and paying the fees charged by Salesforce.com in connection with the account, including set up and account administration fees (if any). If Salesforce.com or any other third-party offers products or services that are not specified on the Training / Support Schedule to the Participating Organization and the Participating Organization elects to purchase such products and services, the Participating Organization is solely responsible for paying the fees charged by Salesforce.com or any third-party with respect to such products and services.
- (c) Data. The Participating Organization recognizes that an essential requirement for membership in the HomeKeeper User Group is that Members contribute the data described in Section 2(b) above to the HomeKeeper Hub. Accordingly, the Participating Organization agrees to contribute such data to the HomeKeeper Hub throughout the Term of this Agreement. The Company will have a non-exclusive, unrestricted, fully paid up, transferable, sub-licensable, perpetual right and license to use, distribute and create derivative works of all such data contributed by or on behalf of the Participating Organization to the HomeKeeper Hub (collectively, "Participating Organization HomeKeeper Hub Data"), provided that the Company will not distribute or otherwise disclose Participating Organization HomeKeeper Hub Data that has not been aggregated ("Raw Data"), or performance metrics based on Participating Organization HomeKeeper Hub Data that are specific to the Participating Organization, to any unaffiliated third party unless the third party has entered into an agreement with the Company containing protections against the unauthorized disclosure of the Raw Data or organization-specific performance metrics. The foregoing license shall survive the termination of this Agreement for any reason. For the avoidance of doubt, following the termination of this Agreement for any reason the Company shall have the right under the foregoing license to retain and use, distribute and create derivative works of all Participating Organization HomeKeeper Hub Data collected prior to the termination of this Agreement; however, the Participating Organization shall not have an ongoing obligation to continue to contribute additional Participating Organization HomeKeeper Hub Data following the termination of this Agreement.

4. Term and Termination.

- (a) Term. The term of this Agreement will commence on the Effective Date and will continue in effect for a **one-year term** (the "Initial Term"). This Agreement will automatically renew for additional, consecutive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"), until such time as the Company or the Participating Organization notifies the other party of its intent not to renew or this Agreement is otherwise terminated as described in subsection (b) below.
- (b) Termination. In addition to the Company's termination right under Section 2(d)(iii) above, either party may terminate this Agreement:
- (i) at the end of the then-current Term, by providing thirty (30) days prior written notice to the other party of its intent not to renew the Term;
 - (ii) at any time without cause on thirty (30) days prior written notice to the other party;
 - (iii) immediately at the conclusion of a thirty (30) day cure period, if the other party breaches any material term of this Agreement, and the breach remains uncured for a period of thirty (30) days following written notice thereof; or
 - (iv) immediately upon written notice to the other party, if the other party shall: (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial portion of its assets; (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or (v) if an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating it a bankrupt or insolvent or approving a petition seeking reorganization of it or appointing a receiver, trustee, or liquidator of all or a substantial portion of its assets and such order, judgment, or decree shall continue unstayed and in effect for a period of at least sixty (60) consecutive days.
- (c) Effect of and Obligations upon Termination. Subject to the Participating Organization's obligation to pay all fees then due and owing to the Company, and the parties continuing obligations referenced in Section 13(l), upon the termination of this Agreement: (i) the rights and obligations of the parties under this Agreement will cease (including, but not limited to, the Participating Organization's membership and right to participate in the HomeKeeper User Group and to enjoy the benefits described in Section 2 hereof, and the Company's right to collect additional data relating to the Participating Organization's programs for HomeKeeper Hub), provided that the rights and licenses under Sections 2(d)(ii) and 3(c) above shall survive the termination of this Agreement for any reason; and (ii) each party will promptly return or destroy all Confidential Information (defined below) of the other party that is then in its possession or control other than any Confidential Information that is the subject of any right or license that survives the termination of this Agreement. In

addition, in the event that the Company terminates this Agreement pursuant to Section 4(b)(ii) above or the Participating Organization terminates this Agreement pursuant to Section 4(b)(iii) above, the Company will return to the Participating Organization a pro rata portion of the Membership Fee for the then-current Term (i.e. based on the percentage of the 12-month period remaining after termination); otherwise, no fees or expenses paid or payable under this Agreement shall be subject to refund or return.

5. Financial Terms.

- (a) Fees. In consideration for the benefits made available through membership in the HomeKeeper User Group hereunder, the Participating Organization shall pay to the Company: (i) a one-time HomeKeeper User Group enrollment fee (the "Enrollment Fee"); and (ii) a recurring, membership fee (the "Membership Fee"), in each case in the amounts specified in the schedule attached hereto and incorporated herein by this reference as Exhibit A. The Enrollment Fee and the Membership Fee for the Initial Term shall be payable on the Effective Date of this Agreement. Membership Fees may be increased as of the commencement of each Renewal Term in the Company's discretion upon at least forty-five (45) days' written notice to the Participating Organization. If the Participating Organization objects to any increase, the Participating Organization may elect to terminate this Agreement without cause pursuant to Section 4(b)(i). The Company will use reasonable efforts to send a statement reminding the Participating Organization of the commencement of a new Term and setting forth the Membership Fee for the new Term at least forty-five (45) days before the commencement of the new Term. The Membership Fee attributable to each Renewal Term following the Initial Term shall be due and payable on the later to occur of (i) the commencement of the new Term or (ii) thirty (30) days after receipt of a statement from the Company setting forth the Membership Fee for the new Term.
- (b) Statements. The Company will submit statements to the Participating Organization for all fees authorized hereunder. All statements will be submitted to the physical or electronic address or addresses specified by the Participating Organization from time to time. Except as otherwise provided in this Agreement, statements shall be payable by the Participating Organization within thirty (30) days of its receipt of the statement. At the Company's option, payments may be made by check or by electronic funds transfer to the Company's bank account. In the event of an overpayment, the Company shall promptly issue a refund to the Participating Organization by means acceptable to both parties.

6. Representations, Warranties and Covenants.

- (a) By the Company. The Company makes the following representations, warranties and covenants to the Participating Organization, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.
- (i) Authority. The Company is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Company has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.

- (ii) Compliance with Laws. The Company is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. The Company does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
- (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Company shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Company.
- (b) By the Participating Organization. The Participating Organization makes the following representations, warranties and covenants to the Company, in each case as of the Effective Date of this Agreement and, where the context requires, on a continuous and uninterrupted basis throughout the Term of this Agreement.

 - (i) Authority. The Participating Organization is duly formed, validly existing and in good standing in the jurisdiction in which it was incorporated. The Participating Organization has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, and to execute, deliver and perform this Agreement.
 - (ii) Compliance with Laws. The Participating Organization is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. In furtherance, and not in limitation of, the foregoing, the Participating Organization acknowledges and agrees that it is solely responsible for obtaining all third party consents that may be required by applicable privacy laws in connection with the collection, retention and dissemination of data as contemplated by the HomeKeeper User Group. The Participating Organization does not, and will not, discriminate on the basis of race, color, national origin, age, sex, sexual orientation, marital status, creed, religion, citizenship, ancestry, political affiliation, or any other protected class.
 - (iii) Insurance. At all times during the Term of this Agreement and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term, the Participating Organization shall maintain insurance against all risks of the kinds customarily insured against, in amounts customarily carried, by entities engaged in a similar business in the same geographical area as the Participating Organization.
 - (iv) Database Integrity. The integrity of HomeKeeper Hub and the reports generated through HomeKeeper Hub is entirely dependent upon the reliability and accuracy of the data furnished by the Members of the HomeKeeper User Group through HomeKeeper and HomeKeeper User Group surveys. Accordingly, the Participating Organization represents and warrants to the Company that the data it furnishes through HomeKeeper is, and will be, accurate, up to date and complete. The Participating Organization covenants that it will update the data that it stores in HomeKeeper on at least a quarterly basis, and that it will

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notify the Company promptly upon its discovery of any errors in data previously uploaded to HomeKeeper.

7. Confidentiality. If a party to this Agreement (the “receiving party”) obtains access to Confidential Information (defined below) of the other party to this Agreement (the “disclosing party”), the receiving party agrees: (a) not to disclose the Confidential Information to any third party without first obtaining the disclosing party’s consent; and (b) to use the Confidential Information only as reasonably necessary to perform its obligations under this Agreement. The receiving party shall use at least the same degree of care to protect the Confidential Information of the disclosing party from unauthorized disclosure or use that the receiving party uses to protect its own Confidential Information, but not less than reasonable care.

The foregoing restrictions on the use and disclosure of Confidential Information shall not apply: (a) if the information was previously known to the receiving party free of any obligation to keep it confidential and through no wrongful act of the receiving party; (b) if the information is available to the public through no wrongful act of the receiving party; (c) if the information is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (d) if the information is subject to disclosure pursuant to applicable law or regulation, subpoena, or judicial order, provided that the receiving party has given the disclosing party sufficient prior notice of such order or requirement so as to permit the disclosing party a reasonable opportunity to seek a protective order or other appropriate remedy; (e) if the information is disclosed by the receiving party to: (i) its legal and financial advisors who have a need to know the information in order to provide legal or financial advice to the receiving party, or (ii) its officers, directors, employees, independent contractors and agents who have a need to know the information in order to support the receiving party in performing its obligations hereunder, provided, that such advisors and personnel are under a confidentiality obligation to the receiving party that is similar in scope to the confidentiality obligation described hereunder; and (f) in the case of information disclosed by the Participating Organization, if the information is: (i) Participating Organization HomeKeeper Hub Data (subject to the restrictions set forth in Section 3(c) above regarding Raw Data and performance metrics), (ii) information disclosed in connection with HomeKeeper User Group activities, or (iii) information disclosed for the general purpose of furthering industry data collection or market research, or for the purpose of participating in other collaborative learning activities. For the avoidance of doubt, subject to the restrictions set forth in Section 3(c) above regarding Raw Data and performance metrics, the parties expressly agree that performance reports and analyses that are based on data processed by or through HomeKeeper or HomeKeeper Hub, or other similar Company-sponsored applications or platforms, are not confidential and may be disclosed by the Company to the public in furtherance of its mission and that Raw Data collected through HomeKeeper Hub may be disclosed to The Urban Institute and other third parties for further industry research and analysis.

Each party understands and agrees that the other party will suffer irreparable harm in the event of a breach of the confidentiality obligations set forth herein and that monetary damages will be inadequate to compensate for any such breach. Accordingly, each party agrees that, in the event of a breach or threatened breach of these obligations by the receiving party, the disclosing party shall be entitled to injunctive relief without the necessity of posting a bond, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity.

The term “Confidential Information” means: (a) information that is not a matter of public knowledge or which is specifically designated as confidential, including, but not limited to, business development

strategies, corporate assessments and plans, product pricing, financial and statistical information, accounting information, software, business processes, designs, financial and other business models, and algorithms; (b) non-public personally identifying information subject to protection under Federal or state privacy laws; and (c) compilation or summary information or data that contains or is based on information of the type described in subsections (a) or (b).

8. Ownership. As between the Company and the Participating Organization, the Company will own all Intellectual Property Rights in: (a) all reports created or generated through HomeKeeper Hub and other similar Company-sponsored platforms that are prepared by or on behalf of the Company and all training materials, user documentation and other material prepared by or on behalf of the Company for use in connection with the HomeKeeper User Group (collectively, the “Developed Material”); and (b) the selection, arrangement, compilation and original expression by the Company of all data (including Participating Organization HomeKeeper Hub Data) that is contained in the HomeKeeper Hub at any time, provided that the Participating Organization will continue to own all Intellectual Property Rights in the individual data elements that comprise the Participating Organization HomeKeeper Hub Data subject to the Company’s license thereto under Section 3(c) above. The Participating Organization will have a non-exclusive, unrestricted, fully paid up, transferable, sub-licensable, perpetual right and license to use, distribute and create derivative works of any Developed Material that is made available by the Company to the Participating Organization during the Term. The term “Intellectual Property Rights” means copyrights, patents, trademarks, service marks, trade secrets, moral rights and all other proprietary and intellectual property rights of any nature whatsoever.

9. Publicity. The Participating Organization shall not use the Company’s name, logos, or trademarks in advertisements, marketing materials, or other publications of any kind without the prior written consent of the Company. The Company shall not use the Participating Organization’s name, logos, or trademarks in any advertisements, marketing materials, or other publications of any kind without the prior written consent of the Participating Organization, provided, however, the Participating Organization hereby expressly consents to the disclosure of its participation in the HomeKeeper User Group to the public, and the inclusion of its name, logos and trademarks in industry publications and sector performance reports for attribution and in marketing materials relating specifically to HomeKeeper, HomeKeeper Hub and the HomeKeeper User Group.

10. Indemnification. The Participating Organization shall indemnify, hold harmless and defend the Company, its affiliates and their service providers, and their respective officers, directors, employees, independent contractors and agents (each, an “Indemnified Party”) against all third party claims, losses, damages, costs and expenses (including reasonable attorney’s fees) arising in connection with, or incident to, the Participating Organization’s failure to comply with applicable privacy laws in connection with the collection, storage and dissemination of data by or on behalf of the Participating Organization, including, but not limited to, the Participating Organization’s failure to obtain required consents from individuals with respect to which data is collected, stored, or disseminated. The Participating Organization shall not settle any indemnified claim without the Indemnified Party’s prior written consent, which shall not be unreasonably withheld.

11. Disclaimer. The Participating Organization acknowledges that the Company is not in the business of developing technology or providing technology support to end users and has established the HomeKeeper User Group and related software products solely as a public benefit in furtherance of its mission to support affordable homeownership programs and related industry best practices. The Participating Organization further acknowledges that the Company is not responsible for any products

or services provided by independent, third party service providers. ACCORDINGLY, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY OF HOMEKEEPER FOR THE PARTICIPATING ORGANIZATION'S BUSINESS, THE ACCURACY AND COMPLETENESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE TO THE PARTICIPATING ORGANIZATION UNDER THIS AGREEMENT, OR THE TECHNOLOGY OR TECHNOLOGY SERVICES PROVIDED TO THE PARTICIPATING ORGANIZATION UNDER OR IN CONNECTION WITH THIS AGREEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES HEREUNDER ARE PROVIDED AS-IS.

Further, the Participating Organization acknowledges that membership in the HomeKeeper User Group does not imply any right to control, or confer or transfer a membership interest or other ownership interest of any kind or nature in the Company or any of its affiliates, or any benefits not specifically described in this Agreement.

12. Limitation of Liability. IN NO EVENT SHALL THE PARTICIPATING ORGANIZATION, THE COMPANY, OR ANY THIRD PARTY SERVICE PROVIDERS BE LIABLE TO ONE ANOTHER FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND OR NATURE RESULTING FROM, ARISING OUT OF, OR INCIDENTAL TO THIS AGREEMENT UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNIFICATION OR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

13. Miscellaneous.

- (a) Independence of Parties; No Joint Venture. In carrying out their respective duties hereunder, each party shall at all times be independent of the other. The Company's personnel and the Participating Organization's personnel shall be, and shall remain at all times, employees or independent contractors of the Company or the Participating Organization, respectively, and shall not be deemed to be employees or independent contractors of the other party under any circumstances for any purpose whatsoever. Each party is responsible for the payment of wages and other amounts due, and the provision of all benefits required by law, to its personnel. Nothing in this Agreement shall constitute or be construed as a partnership, joint venture, or other similar relationship between the Company and the Participating Organization.
- (b) Governing Law; Arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. Except with respect to injunctive relief sought in connection with a breach or threatened breach of Section 7, any controversy or claim arising out of or relating to this Agreement shall be settled by a single arbitrator mutually acceptable to the parties by means of an arbitration proceeding to be conducted in Arlington, Virginia in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Neither party shall object to Arlington, Virginia as a convenient forum. If the parties are unable to select a mutually agreeable arbitrator within twenty (20) days of either party's initial request therefor, the Company and the Participating Organization shall each choose an arbitrator, and the two (2) arbitrators so chosen will agree upon and select a third (3rd)

arbitrator within ten (10) days of such request, who will arbitrate the controversy or claim. The parties elect to provide for pre-arbitration discovery pursuant to the Federal Rules of Civil Procedure. The arbitrator may award injunctive relief or any other remedy available from a court of competent jurisdiction. Unless modified by the arbitrator in his or her discretion, the arbitration shall proceed upon the following schedule: (i) the arbitration shall commence no later than sixty (60) days following the selection of the arbitrator; and (ii) the arbitrator shall hear the claims on successive days and shall render his or her written decision within fifteen (15) days following the conclusion of the arbitration proceedings. The arbitrator's decision will be final and binding upon the parties and may not be appealed except on grounds of a conflict of interest. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Each party shall be responsible for its own costs of arbitration and attorney's fees, except that the arbitrator shall have the discretion to award costs of arbitration and reasonable attorney's fees as he or she may deem appropriate.

- (c) Entire Agreement. This Agreement, including all documents incorporated herein by reference, evidences the entire agreement of the parties, and supersedes all prior agreements and representations of the parties, whether written or oral, with respect to the subject matter hereof. If the Company and the Participating Organization entered into a Workflow Management System Pilot Participation Agreement, HomeKeeper User Agreement or other similar agreement (each, a "Prior Agreement") prior to the Effective Date of this Agreement, the parties agree that each such Prior Agreement is hereby terminated, effective as of the Effective Date of this Agreement, and that each such Prior Agreement is superseded in its entirety by the terms and conditions hereof.
- (d) Amendments. This Agreement may be amended or modified only by a specific written instrument signed by the Company and the Participating Organization.
- (e) No Implied Waiver. No failure to contest a breach of any term of this Agreement shall be deemed to waive such breach, unless such waiver shall be in a specific written instrument signed by the waiving party. Any waiver of a particular breach of this Agreement shall not constitute a waiver of any other different or subsequent breach.
- (f) Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (g) Notices. All notices required or permitted to be given hereunder shall be in writing. All such notices shall be: (i) personally delivered; (ii) sent by confirmed facsimile; or (iii) sent by mail as follows:

<u>If to the Company:</u> P.O. Box 42255 Portland, Oregon 97242	<u>If to the Participating Organization:</u> [INSERT ADDRESS]
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Facsimile: 503.493.1004	Facsimile: [INSERT FACSIMILE]
Attn: Rachel Silver, Chief Operating Officer Copy to: Tiffany Eng, Program Director	Attn: [INSERT PREFERRED CONTACT]

All such notices shall be deemed to have been given on the date of receipt or refusal if delivered personally, by facsimile, or by overnight carrier, or three (3) days after the date of posting if transmitted by mail. Either party may change its address or contact by providing written notice of the change to the other party as specified herein.

- (h) Assignments. The Participating Organization may not assign its rights or obligations under this Agreement to any other party without the Company's prior written consent. This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the Company and the Participating Organization.
- (i) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (j) Form of Signature. *This Agreement may be executed in writing or by electronic (including digital) means; electronic signatures that are adopted by a person with the intent to sign this Agreement shall be legally effective and enforceable against the party represented by such person.*
- (k) Name and Trademark Usage. If, during the term of this Agreement, the Company re-brands the managed package known as HomeKeeper or the database known as HomeKeeper Hub, the terms HomeKeeper and HomeKeeper Hub, and all other terms comprised of, or defined with reference to, the word "HomeKeeper" hereunder, shall be deemed to instead be comprised of, or defined with reference to, the replacement name(s) and/or mark(s) designated by the Company, without any further action on the part of the parties hereto.
- (l) Survival. Any provisions of this Agreement that contemplate their continuing effectiveness, including, but not limited to, Sections 2(d), 3(b), 3(c), 4(c), 5(b), 7, 8, 9, 10, 11, 12, and 13, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Company and the Participating Organization, intending to be legally bound, have executed this Agreement, effective as of the Effective Date.

The Company: National Community Land Trust Network d/b/a Grounded Solutions Network

The Participating Organization: [INSERT ENTITY NAME]

By:

By:

Name: Tiffany Eng
Title: Program Director, HomeKeeper

Name:
Title:

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EXHIBIT A
FEE SCHEDULE

Calendar Year _____

Enrollment Fee: _____

Membership Fee – Initial Term: _____

Membership Fee – Renewal Term (subject to adjustment pursuant to the terms of the Agreement):
