

## The CE Shop LLC Affiliate Agreement

This Affiliate Program Agreement (“Agreement”) is entered into and becomes effective at the time of signature (“Effective Date”) between **THE CE SHOP LLC** (“CES”), and **The College of the Florida Keys** (“AFFILIATE”) as provided below. CES and Affiliate will be referred to collectively as “Parties” and individually as a “Party.” WHEREAS, CES develops and delivers online real estate education courses and American Home Inspectors Training (“AHIT”), a subsidiary of CES, develops and delivers online and in-person home inspection courses. WHEREAS, AFFILIATE agrees to market and promote the CES and AHIT courses and products in various markets as delivered by CES and AHIT. NOW, THEREFORE, AFFILIATE and CES hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years unless either Party provides the other Party with a thirty (30) day prior written notice of termination.
2. **MARKETING RIGHTS, LIMITATIONS and OBLIGATIONS.**
  - a. **Marketing Rights.** CES and AHIT hereby grant the AFFILIATE a non-exclusive, non-transferable license to market CES and AHIT courses and products through the AFFILIATE Program. AFFILIATE is also granted the right to conduct off-line marketing of CES and AHIT courses and products.
  - b. **Limitations.** This Agreement shall be limited to the Universal Resource Locator (URL) available via AFFILIATE’s and CES and AHIT’s Website(s) and shall not include rights to the source code of the website(s) or courses or the contents contained therein, which is exclusively owned by CES and AHIT. Additional URL’s will be agreed upon by both parties and AFFILIATE shall submit such request(s) in writing.
  - c. **Obligations.**
    - i. **AFFILIATE RESPONSIBILITIES AS TO CES COURSES:**
      1. AFFILIATE will create a link on its website <https://floridakeys.theceshop.com/> to its student landing page on CES website(s). (Example: XXX.TheCEShop.com)
      2. AFFILIATE will provide its logo for use on AFFILIATE student landing page and select marketing materials exclusive to its marketing efforts with CES.
      3. AFFILIATE will actively market the related CES distance education products on AFFILIATE website and through printed and electronic marketing materials that are intended for real estate education.
      4. AFFILIATE will not sell, disclose, or otherwise provide student data or information to any third party.
    - ii. **CES RESPONSIBILITIES AS TO CES COURSES:**
      1. CES will create a student landing page on the CES website(s) for AFFILIATE.
      2. CES will provide access to CES Administrative Portal for AFFILIATE to access reporting for enrollments through its student landing page.
      3. CES will provide access to the Monthly Marketing Toolkit and Monthly Newsletter to support AFFILIATE marketing responsibilities.
      4. CES will provide and maintain course approval, regulatory reporting, customer support and technical support for CES owned courses.
    - iii. **AFFILIATE RESPONSIBILITIES AS TO AHIT COURSES:**
      1. AFFILIATE will be provided a link to AHIT’s website for AFFILIATE student’s access.
      2. AFFILIATE will provide its logo for use on AHIT’s website.
      3. AFFILIATE will actively market the related AHIT online and live courses.

4. AFFILIATE will refer to AHIT as the preferred education provider for home inspectors training education.
  5. AFFILIATE agrees to state in any/all marketing materials it creates for use under this Agreement that AFFILIATE is working with American Home Inspectors Training (AHIT) to offer Home Inspection Education.
  6. AFFILIATE agrees to allow AHIT to review any AFFILIATE created marketing materials upon AHIT's request.
  7. AFFILIATE agrees to use all marketing material whether created by them or by AHIT, solely for the marketing purposes set forth in this Agreement.
  8. AFFILIATE will not sell, disclose, or otherwise provide student data or information to any third party.
- iv. **AHIT RESPONSIBILITIES AS TO AHIT COURSES:**
1. AHIT will provide training courses either online or in-person.
  2. AHIT will provide and maintain course approval for all AHIT courses.
  3. AHIT shall maintain complete and accurate records of student enrollments which will be available upon request from AFFILIATE. Such records will be maintained for the period of time required by the agencies that govern AHIT.
  4. AHIT will provide AFFILIATE with marketing materials in reasonable quantities and types. These may include newsletters, bulletins, and other similar marketing materials. AHIT shall retain all ownership, right, title, and interest in and to any such marketing materials provided to AFFILIATE. AFFILIATE is not authorized to make any changes or alterations to AHIT's provided marketing materials.
  5. AHIT will be responsible for all administration of Referral Students as defined below. Administration includes but is not limited to proctoring exams if applicable, issuing completion certificates, reporting completions to the state, handling student questions, and tech support.
  6. AHIT is the school of record and all communication will be between AHIT and Referral Student after enrollment.
3. **REVENUE SHARE OF CES COURSES.** CES agrees to pay AFFILIATE a revenue share of the actual cash amount, less applicable sales taxes, received through the AFFILIATE's URL as follows:
- a. CES shall pay AFFILIATE **twenty percent (20%)** of actual cash received less applicable sales taxes.
  - b. Revenue Share payments will be made on a calendar quarterly basis, with the payment being made within thirty (30) days of the end of the calendar quarter. Any revenue share payment check issued by CES to AFFILIATE must be cashed within 6 (six) months of the issue date or such payment will be forfeited. CES cannot reissue uncashed checks.
  - c. Due to money-back guarantee policies offered by CES, CES shall pay AFFILIATE commissions on paid for courses only. Further, CES shall be entitled to deduct any refunds from said commissions. Accordingly, refunds processed after revenue share payments have been made will be credited against future revenue payments.
4. **REVENUE SHARE OF AHIT COURSES.** For all AHIT courses, AHIT agrees to pay AFFILIATE a revenue share of the actual cash amount, less applicable sales taxes, received through the AFFILIATE's URL as follows:

- a. AHIT shall pay **ten percent (10%)** of actual cash received less applicable sales taxes.
  - b. Revenue Share payments will be made on a calendar quarterly basis, with the payment being made within thirty (30) days of the end of a calendar quarter. Direct deposit will be the only form of payment. Direct deposit information will be gathered in the Direct Deposit Authorization Agreement attached hereto.
  - c. Due to money-back guarantee policies offered by AHIT, AHIT shall pay AFFILIATE commissions on paid for courses only. Further, AHIT shall be entitled to deduct any refunds from said commissions. Accordingly, refunds processed after revenue share payments have been made will be credited against future revenue payments.
5. **INTELLECTUAL PROPERTY, CONFIDENTIALITY and OWNERSHIP**. AFFILIATE recognizes that the CES and AHIT websites, including the domain name(s), the source code(s), and the functionality, as well as the education courses (collectively the IP), are the exclusive property of CES and AHIT, and all enhancements or improvements to the IP shall vest with CES and AHIT. All applicable copyrights, trade secrets, patent and other intellectual and proprietary rights in the website and all other items mentioned hereunder are and remain in CES and AHIT. It is expressly understood that no title to or ownership of the website, the content provided on the website, the online courses or products, the in-person courses, or any part thereof, is hereby transferred to AFFILIATE. AFFILIATE agrees not to make use of the source code(s), use similar domain name(s), the CES Website, the AHIT Website, or the courses or products developed by CES or AHIT, for his own benefit or for the benefit of any third parties, apart from the benefit of CES and AHIT.
6. **UNAUTHORIZED USE and LEGAL COMPLIANCE**. AFFILIATE warrants that all use of the website(s) shall be for the legitimate and legal purposes of AFFILIATE and its subscribers. AFFILIATE shall indemnify and hold CES and AHIT harmless from any claim, loss, cost, fine or expense, including reasonable attorneys' fees, arising out of AFFILIATE breach of any provision of this Agreement.
7. **INDEMNITY**. CES does hereby indemnify and hold AFFILIATE harmless from and against any and all claims, causes, demands, losses, liabilities, costs, damages, expenses, and fees, including without limitation, court costs and reasonable attorneys' fees incurred, related to or arising in any manner from or out of the performance or failure of performance by CES or AHIT of any of its duties under this Agreement. AFFILIATE does hereby indemnify and hold CES and AHIT harmless against any and all claims, causes, demands, losses, liabilities, costs, damages, expenses, and fees including without limitation, court costs and reasonable attorneys' fees, incurred, related to, or arising in any manner from and out of the performance or failure of performance by AFFILIATE of any of its duties under this Agreement. The mutual indemnifications made and given in this section shall survive the expiration of this Agreement for a period of two (2) years.
8. **LIMITATION OF LIABILITY**. In no event shall CES or AHIT be liable for any loss of profit, punitive, special, incidental, consequential, or other indirect damages under a cause of action arising out of or relating to this agreement, including, without limitation, claims arising from malfunction or defects in the website or non-delivery/non-accessibility of the services, even if CES or AHIT has been advised of the possibility of such damages. In no event shall CES or AHIT's total liability for any claims arising out of this agreement exceed the amount paid to CES or AHIT by students attributable to AFFILIATE within one year of the written notice of the claim. In no event shall AFFILIATE'S total liability for any claims arising out of this agreement exceed the amount paid to CES or AHIT by students attributable to AFFILIATE within one year of the notice of the claim. No claim may be brought by AFFILIATE under this agreement more than one (1) year after accrual of such claim.

9. **Non-Disclosure.**
- a. The Parties hereto acknowledge that, in the course of performing their obligations under this Agreement, certain Confidential Information of the Parties may be disclosed to it, and agrees that they will not, except as otherwise specifically contemplated by this Agreement, disclose to any person or entity or use for its own benefit any such Confidential Information. "Confidential Information" means all information concerning or related to the business, operations, financial condition or prospects of the Parties, regardless of the form in which such information appears and whether or not such information has been reduced to tangible form, and specifically includes: (i) all information regarding the officers, directors, employees, equity holders, Content Providers, suppliers, distributors, sales representatives and Licensees of the Parties, in each case whether present or prospective; (ii) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of the Parties; and (iii) all financial statements, audit reports, budgets and business plans or forecasts of the Parties. Confidential Information does not include information which is or becomes generally known to the public through sources other than the Parties, or information which the Parties lawfully obtain from a source other than the Parties, so long as such source has no obligation of confidentiality to the Parties, or any information needed to provide said services as are required by the Parties pursuant to this Agreement.
  - b. Each Party acknowledges that the other would be irreparably damaged if either does not perform any of the provisions of this Section in accordance with the specific terms. Accordingly, each Party is entitled to an injunction or injunctions to prevent breaches of this Section by the other Party and has the right to specifically enforce this Section against the other Party in addition to any other remedy to which it may be entitled at law or in equity. If any court determines that the restraints provided in this Section are too broad as to time or subject matter, these may be reduced to whatever extent the court deems reasonable and appropriate, and the covenants contained in this Section will be enforced as to such reduced time or subject matter. The obligations of each of the Parties under this Section will survive any termination of this Agreement for a period of two (2) years but shall end as provided herein.
10. **ASSIGNMENT.** Neither Party can assign this Agreement, except in the connection with any merger, acquisition, or other corporate reorganization, without the written consent of the other Party.
11. **JURISDICTION and VENUE.** This Agreement shall be governed and interpreted according to the laws of Colorado, and venue shall be maintained in a court of competent jurisdiction in Arapahoe County, CO without reference to its conflicts of laws thereof.
12. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
13. **WAIVER.** The failure by any Party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communications between the Parties. This Agreement

may not be released, discharged, or modified by the AFFILIATE except by an instrument in writing signed by the Parties.

15. **NOTICES.** All notices required or permitted to be given by one Party to the other under this Agreement will be sufficient if sent by certified mail, return receipt requested, or air express courier to the Parties at the following addresses or to such address as designated by a Party in writing: The CE Shop, 5670 Greenwood Plaza Blvd., Suite 340W, Greenwood Village, CO 80111; 888-827-0777. AFFILIATE: The College of the Florida Keys, 5601 College Rd, B206, Key West, FL 33040; 305-809-3156. If a notice is given by certified or registered mail, it will be deemed received by the other Party on the third business day following the date on which it is deposited for mailing. If a notice is given by either Party by air express courier, it will be deemed received by the other Party on the next business day following the date on which it is provided to the air express courier for next day delivery.

**ACCOUNT NAME**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tax ID:** \_\_\_\_\_

**LOGO**

**The CE Shop LLC**

**By:**

**Name:** Bobby DeSpain

**Title:** Vice President of Sales

### Direct Deposit Authorization Agreement

I hereby Authorize AHIT, to initiate credit entries to AFFILIATE'S account indicated below at the bank named below:

Bank Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Routing Number (ACH): \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking: \_\_\_\_\_ Savings: \_\_\_\_\_

This authority is to remain in full force and effect until AHIT has received written notification from AFFILIATE to terminate such authority. AFFILIATE agrees to provide AHIT with a reasonable amount of time to act upon AFFILIATE'S termination of authority.

Affiliate Name (print): \_\_\_\_\_

Contact Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

E-mail Notification Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date \_\_\_\_\_