Codefied Inc.

Housecall Pro Affiliate Program Terms of Service

This agreement (the “Agreement) is made between Codefied Inc. (the “Company” or “Housecall” or “Housecall Pro”), you, either as an individual, or if you represent an entity (“Affiliate”), and collectively, the “Parties” for participation in the Company’s channel Affiliate program. Affiliate wishes to introduce referrals and clients to Housecall Pro by using its network and will include certain materials promoting Company.

The Parties agree as follows:

1) **Promotional Materials.** Company may make available to Affiliate marketing materials for example, but not limited to: email templates, blogs, talk tracks, social media posts & ads, banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate’s website or other marketing channels (the “Promotional Materials”) subject to the terms and conditions of this Agreement. Partner must include the hyperlink back to the Company’s website (“Link”), as provided by Company, in order for referrals to be tracked and commissions to be earned hereunder.

2) **Use of Promotional Materials.** Affiliate’s use and display of any Promotional Materials on Affiliate’s site or other marketing channels shall conform to the following terms:
    a) Affiliate may only use the Promotional Materials for the purpose of promoting Company’s website (and their products and services), and for linking to Company’s website.
    b) Affiliate will not alter or modify the Promotional Materials without the prior written consent of the Company.
    c) Affiliate agrees to add the Company’s logo to its website for promotional purposes within thirty days following the date of this Agreement.

3) **License.** Company hereby grants to Affiliate a nonexclusive, non-transferable, revocable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement. Company may provide you with a demo account solely for use for your own education purposes, and you agree not to share this account with any third parties or otherwise copy, display or make available publicly or to any third parties.

4) **Intellectual Property.** Company retains all rights, ownership, and interest in the Promotional Materials, and any derivatives therefrom, and in any copyright, trademark, or other intellectual property in the Promotional Materials.

5) **Relationship of Parties.** This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Affiliate. Affiliate shall provide services for Company as an independent contractor. Affiliate shall have no authority to bind Company to any agreement, nor shall Affiliate be considered to be an agent of Company in any respect. Company shall not be

responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with Company as set forth in this Agreement.

6) **Commissions.** In exchange for Enrollments (defined below) originating from the Link, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Affiliate a commission (the "Affiliate Commission") as described in further detail in Exhibit A. "Enrollment" shall mean a prospective customer that reaches the Company via the Link, and thereafter creates a subscription account and becomes a paying customer of the Company. Affiliate's referral must come from the Link in order to receive the Affiliate Commission.

    a) Commissions on Enrollments are held for a period of 31 days ("Withholding Period") from any subscription purchase.
    b) Payments are handled by PartnerStack (the "Payment Provider"). In order to receive payments under this Agreement, Affiliate must create and maintain an account with Payment Provider in the Payment Provider's online or app-based dashboard ("Payment Provider Platform"), which is provided pursuant to terms directly between the Payment Provider and Affiliate. Affiliate must keep all information updated and complete within the Payment Provider Platform to receive proper payments. Payments returned due to incorrect payment email addresses or other incorrect information will not be returned.
    c) No commission will be due or paid on:
        i) referrals of accounts that are already active Housecall Pro accounts;
        ii) any add-on purchases for items that are not included in the baseline periodic subscription fee (e.g. no commissions for purchases of Service Agreement, Sales Proposal, or Virtual Estimate, Additional Employees)
        iii) Enrollments that are cancelled within the first thirty days;
        iv) Enrollments with initial subscription payment failing; or Enrollments occurring more than 90 days following the date of referral.

7) **Affiliate's Representations and Warranties.** Affiliate represents and warrants that:

    a) Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website.
    b) Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity.
    c) No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
    d) Affiliate's website and market channels do not contain and are not associated with any materials, sites or companies that are: (i) Sexually explicit, obscene, or pornographic; (ii) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed,

religion, gender, sexual orientation, physical disability, or otherwise); (iii) Graphically violent; or (iv) Solicitous of any unlawful behavior. e) Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.

8) **Compliance with FTC Guidelines.** Affiliate shall comply with all laws and regulations applicable to its activities pursuant to this Agreement, including without limitation the Federal Trade Commission's Guide Concerning the Use of Endorsements and testimonials in Advertising (16 C.F.R Part 255). Such compliance shall include disclosure of Affiliate's relationship with Housecall Pro and its receipt of compensation hereunder.

9) **Indemnification.** Affiliate shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of (a) any breach of Affiliate's representations, warranties or covenants set forth herein, (b) any violations of applicable laws, rules or regulations by Affiliate, or (c) any violation of any intellectual property rights of any third party, except to the extent such violation arises from the Promotional Materials used in compliance with this Agreement.

10) **Term.** This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated by either party. Either Party shall have the right to terminate this Agreement at any time and for any reason, upon prior written notice to the other party.

11) **Limitation of Liability.** Company shall not be liable for any loss of profits or costs, or for any consequential damages, arising out of or associated with any loss or other performance of services under this Agreement.

12) **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

13) **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Affiliate and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

Exhibit A

Affiliate Commission: One-time payment to be paid for Enrollments following the Withholding Period, provided the new customer's first payment has been received and they have not cancelled their subscription:

Heating and Air Conditioning, Plumbing, Electrical and Garage Enrollments

i. $150 for every successful Enrollment into a Basic, Essentials, or Essentials+ plan

ii. $300 for every successful Enrollment into an MAX plan

iii. $500 for every successful Enrollment into an MAX+, or MAX Unlimited plan

Enrollments from All Other Industries

iv. $50 for every successful Enrollment into a Basic, Essentials, or Essentials+ plan

v. $100 for every successful Enrollment into an MAX plan

vi. $150 for every successful Enrollment into an MAX+, or MAX Unlimited plan

In addition:

vii. Monthly reporting and enrollment metrics will be provided to Affiliate.

viii. Affiliate agrees to make all efforts to conduct quarterly email campaigns for the purpose of promoting and/or marketing Housecall Pro to its clients/customers.