

Referral Partner Program Agreement

BY AGREEING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU SUBMIT TO VACATIONFUTURES, INC., D/B/A RENTED., A DELAWARE CORPORATION (“WE” OR “RENTED.”), AN OFFER TO PARTICIPATE IN RENTED.’S REFERRAL PARTNER PROGRAM UNDER THE PROVISIONS OF THIS REFERRAL PARTNER PROGRAM AGREEMENT (THE “AGREEMENT”).

BY CLICKING THE “I AGREE” BUTTON, YOU HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE “PARTNER”) WISHING TO PARTICIPATE IN THE REFERRAL PARTNER PROGRAM. IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE PERSON AND/OR ENTITY OR YOU OR THE PERSON/ENTITY DO NOT AGREE TO ANY OF THE TERMS BELOW, RENTED. IS UNWILLING TO ALLOW YOU TO PARTICIPATE IN THE REFERRAL PARTNER PROGRAM, AND YOU SHOULD NOT CLICK TO ACCEPT THE TERMS OF THIS AGREEMENT.

1.0 SCOPE OF AGREEMENT. This Agreement sets forth the terms and conditions pursuant to which Partner will participate in Rented.’s Reseller Partner Program through which Partner may, but is not obligated to, refer third parties (each a “Lead”) to Rented. for purposes of transacting (“Transaction”) on Rented.’s platform (“Platform”). Partner will be compensated for transactions completed by Leads as set forth herein.

2.0 APPOINTMENT AND AUTHORITY.

2.1 Non-exclusive Appointment. Rented. hereby appoints Partner, and Partner hereby accepts such appointment, as Rented.’s non-exclusive referral representative under the terms and conditions set forth herein. In such capacity, Partner will have the right to promote and discuss with Leads the Rented. Platform.

2.2 Description of Authority. Partner’s authority under this Agreement shall be limited to: (a) providing Leads to Rented. for the purpose of Rented. soliciting listings on its Platform, (b) providing descriptions and information about the Platform to potential Leads in accordance with the provisions of this Agreement, and (c) performing the tasks listed in Section 3.0 or such other tasks as the parties shall mutually agree upon. Partner shall not have the authority to make any commitments or agreements or to incur any liabilities whatsoever on behalf of Rented., nor shall Rented. be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by Partner.

2.3 Collateral. In conjunction with referring Leads to Rented., Partner shall have the authority to provide such Leads with a high-level product description, sales and marketing brochures, and other collateral material supplied to Partner by Rented. or specifically approved by Rented. in writing (“Collateral”). Partner shall have no right to make any changes, additions, or other modifications to such Collateral.

3.0 OBLIGATIONS OF REPRESENTATIVE.

3.1 Referral Form. Partner shall complete fully the referral partner form available at rented.com/referral (“Referral Form”). Rented. may update the Referral Form from time to time in its sole discretion.

3.2 Sending Leads to Rented.. Partner will direct Leads to the Rented. referral sign up

page at rented.com/sign-up (“Referral Sign Up Page”). On the Referral Sign Up Page Leads will be asked to provide the referring Partner’s name or email. To help ensure this occurs, Partner is encouraged to direct Leads to complete this step.

3.3 Information. Upon request, Partner shall provide Rented. with all relevant non-confidential information it has regarding each Lead. Upon Rented.’s request, Partner agrees to actively introduce Rented. to the Lead by arranging a meeting, conference call, or other means of communication with the Lead.

3.3 No Guarantees. Partner shall not make representations or guarantees concerning Products or accept the return of or make any allowance for such Products.

3.4 Compliance with Policies. Partner shall abide by the applicable policies and procedures of Rented. as in effect from time to time and as communicated to Partner.

3.5 Further Assistance. Partner shall furnish such other assistance as Rented. may from time to time reasonably request.

4.0 OBLIGATIONS OF RENTED..

4.1 Marketing Information. From time to time Rented. shall supply Partner with the Collateral to enable Partner to perform its duties and obligations under this Agreement.

4.2 Acceptance. Rented. may, in its sole discretion, either accept or decline any Lead submitted by Partner. Once the Lead completes a Transaction on the Platform, a Lead is deemed a “Qualifying Lead” for purposes of this Agreement.

5.0 TERMS OF SALE. Rented. shall determine the terms and conditions (including pricing) pursuant to which it shall offer the Products to Qualifying Leads, provided, however, that such Products shall be provided pursuant to Rented.’s standard agreement for such Products (a copy of which will be delivered to Partner upon request), including the then-current standard Terms & Conditions available at <http://www.rented.com>, together with any changes thereto as may be agreed to by Rented. and such Qualifying. Partner shall not negotiate or offer to negotiate any terms on behalf of Rented..

6.0 PAYMENT TERMS.

6.1 Referral Fee. Subject to the terms and conditions of this Agreement, for each Qualifying Lead that completes a Transaction on the Rented. Platform pursuant to this Agreement, Rented. shall pay Partner \$250. Except as provided herein, Partner shall not be entitled to any fees or payments by Rented. with respect to such Qualifying Lead, regardless of (a) the terms between Rented. and such Qualifying Lead, (b) any renewal between Rented. and such Qualifying Lead, or (c) whether Rented. enters into subsequent agreements or renewals with such Qualifying Lead.

6.2 Payment Terms. Within thirty (30) days following the Qualifying Lead’s Transaction on the Rented. Platform, Rented. shall pay to Partner the Referral Fees earned by Partner pursuant to this Section 6.0. All Referral Fees shall be paid in US Dollars.

6.3 Exceptions. No Referral Fees shall be paid (a) if Partner provides to Rented. any incorrect or misleading information about the Lead or fails to supply a Referral Form, (b) for any Lead that is a then-current customer or was previously a customer of Rented. or its affiliates, distributors, or resellers, (c) for any Lead with whom Rented. or its affiliates, distributors, or resellers had substantive contact prior to Partner’s submission of a Referral Form for such Lead, (d) if a Lead does not execute a Transaction with Rented. within six (6) months after Rented.’s receipt of a Referral Form pertaining to such Lead,

or (e) for the provision of any services or products other than Transactions on the Platform.

6.4 Payment upon Termination. Subject to this Section 6.0, following termination of this Agreement, Rented. shall pay Partner the Referral Fees for any Qualifying Leads earned on or before the effective date of termination. Except as provided in this Section 6.4, Rented. shall have no obligation to pay Referral Fees to Partner after the effective date of termination.

6.5 Expenses. Partner shall be responsible for all expenses incurred by it in connection with the implementation and performance of its duties and obligations under this Agreement, including, but not limited to: expenses incurred in fulfilling its duties and responsibilities as provided in Section 3.0; compensation, bonuses, and benefits, if any, for its personnel; costs and expenses associated with establishing and maintaining its sales organization and offices; advertising, demonstration, and promotion expenses; and any and all taxes, fees, duties, tariffs, or charges which may be imposed on Partner under applicable law.

6.6 Multiple Referrals. In the event that two or more authorized Partners of Rented., for any reason whatsoever, claim a Referral Fee for the same Qualifying Lead, Rented. reserves the right to award the Referral Fee to one of the representatives or to divide the Referral Fee among the representatives in such proportions as Rented. shall determine to be equitable, and its decision to do so and the manner in which it does shall be final and binding on all parties involved. In no case shall the total amount of Referral Fees paid with regard to any such Qualifying Lead exceed the maximum Referral Fee that could be earned if only one representative were responsible for the Qualifying Lead.

7.0 TRADEMARKS; MATERIALS. Subject to the terms and conditions in the Agreement, Rented. hereby grants, and Partner hereby accepts, a non-exclusive, non-transferable, non-sublicenseable, non-assignable, royalty-free license to use any name, logo, tagline, or other designation displayed on any display screen within the Materials (“Rented. Marks”) solely for purposes of marketing the Products to Leads as further described herein; provided, however, that Partner shall provide Rented. with samples of each use of Rented. Marks prior to such use and shall refrain from all uses that Rented. informs Partner are detrimental to Rented.’s investment in such Rented. Marks. Products and Collateral (including all components, subsequent versions, modifications, corrections, and enhancements thereof made available by Rented. hereunder) are deemed “Materials” as defined in the Agreement.

8.0 OWNERSHIP; PUBLICITY. As between the parties, subject to any license expressly granted by Rented. under this Agreement or an Addendum, Rented. and its suppliers will retain all right, title, and interest in and to the Rented. Marks, Rented. Confidential Information (defined below), and the Materials, including all modifications to or derivative works of the foregoing and all intellectual property and proprietary rights incorporated into or related to the foregoing (collectively, “Rented. IP”). All rights not expressly licensed by Rented. under this Agreement are reserved. Partner will not directly or indirectly obtain or attempt to obtain at any time any right, title, or interest by registration or otherwise in or to the Rented. Marks. Partner acknowledges that the goodwill associated with the Rented. Marks belongs exclusively to Rented. and, upon request, Partner will modify or cease its use of any Rented. Marks. Partner will not take any action inconsistent with the terms and conditions of this Agreement. To the extent

that Partner obtains any ownership interest in or to any derivative work or modification to the Materials, Partner hereby assigns to Rented. all right, title, and interest in and to such derivative works and/or modifications. Partner hereby grants to Rented. a license to include Partner's trademarks and service marks on that portion of Rented.'s website that references its partners. Rented. is under no obligation to include or maintain the display of any such marks. Rented. may issue press releases from time to time pertaining to the relationship created by the parties hereunder and/or a particular End User. All content pertaining to such press releases is subject to Partner's review and approval, not to be unreasonably withheld.

9.0 DISCLAIMER OF WARRANTIES. Any warranties regarding the Materials are made only to End Users who acquire trial licenses or subscription licenses pursuant to the terms and conditions of the End User Terms, and no such warranty is extended to Partner. WITH THE EXCEPTION OF ANY EXPRESS WARRANTIES OFFERED BY RENTED. UNDER THIS AGREEMENT OR A SPECIFIC ADDENDUM, ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE, ARE HEREBY DISCLAIMED.

10.0 INDEMNIFICATION.

10.1 By Rented.. Rented. will defend any action brought by End Users or other third parties against Partner based on claims, losses, demands, causes of action, and/or judgments (including attorneys' fees and court costs) (collectively "Claim(s)") that (a) the Materials (i) infringe or misappropriate any copyright, trademark, moral right, or trade secret or (ii) caused a physical injury to any End User, or (b) Rented. has breached an express warranty to End Users in the End User Terms. Rented. will pay any settlement or final award against Partner based on such Claims unless it is found that the infringement, injury, or warranty breach arises from Partner's acts or omissions (including any breach of this Agreement by Partner). In such a case, Partner shall pay any settlement or final award against it and shall reimburse Rented. for all defense expenses.

10.2 By Partner. Partner will defend any action brought by End Users or other third parties based upon Claims arising from (a) Partner's activities under this Agreement, (b) any unauthorized guarantees or warranties regarding the Materials, (c) any breach of this Agreement, or (d) Partner's obligations under this Agreement, and Partner will pay any settlement or final award against Rented. based on the foregoing Claims.

10.3 Procedure. The party seeking indemnity will give the indemnifying party prompt notice of any Claim and provide reasonable assistance to the indemnifying party in the defense of the Claim. Rented. may choose, in its sole discretion, to assume control over any litigation or settlement for any Claim involving the Materials. Further, Partner will not discontinue or settle any claim in a manner that does not unconditionally release Rented. without Rented.'s prior written consent.

10.4 Limitation. Section 10.0 states Partner's sole and exclusive remedy, and Rented.'s sole and exclusive liability, for any intellectual property infringement.

11.0 LIMITATIONS ON LIABILITY. EXCEPT WITH RESPECT TO BREACHES OF SECTION 7.0 OR RENTED.'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.0 ABOVE, IN NO EVENT SHALL RENTED. BE LIABLE TO

PARTNER, END USERS, OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT RENTED. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RENTED.'S AGGREGATE CUMULATIVE LIABILITY TO PARTNER, END USERS, AND THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, THE GREATER OF \$10,000.00 OR THE FEES ACTUALLY PAID BY RENTED. TO PARTNER UNDER THE PARTICULAR ADDENDUM TO WHICH SUCH LIABILITY PERTAINS.

12.0 CONFIDENTIALITY. The terms of this Section 12.0 shall supersede any separate confidentiality or non-disclosure agreement between the parties.

12.1 Definition. "Confidential Information" means, with respect to a party (the "Disclosing Party"), information that pertains to such party's business, including, without limitation product roadmaps, performance results, and technical, marketing, financial, employee, planning, pricing, and other confidential or proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "Receiving Party") knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party, even if not designated or marked as such.

12.2 Protection. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise rights and perform obligations under this Agreement or any Addenda. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information.

12.3 Exclusions. The receiving party shall not be liable to the Disclosing Party for the release of Confidential Information if such information:

(a) was known to the Receiving Party on or before Effective Date without restriction as to use or disclosure; (b) was in the public domain on or before the Effective Date; (c) came into the public domain after the Effective Date through no fault of the Receiving Party; (d) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or as otherwise required by law, subject to the receiving party giving all reasonable prior notice to the Disclosing Party to allow it to seek protective or other court orders and provided that the Receiving Party uses best efforts to make such disclosure under conditions of confidentiality.

13.0 TERM. This Agreement shall commence on the Agreement Effective Date and shall remain in effect until terminated by either party in writing. Termination of the Agreement for any reason shall not affect obligations that have accrued as of the date of termination. Sections 3.3, 5.0, 6.4, 8.0, 10.0, 11.0 and 12.0 shall survive termination or expiration of the Agreement; otherwise, all rights and obligations of the parties under this Agreement

shall terminate upon any such termination or expiration.

14.0 EFFECT OF AGREEMENT. Except as expressly provided in this Agreement, all terms and conditions of the Agreement shall remain in full force and effect and nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Agreement. In the event of any express conflict between the Agreement and this Agreement, the Agreement shall govern. This Agreement may be amended only by a written document signed by both parties.