

AFFILIATE MARKETING AGREEMENT

THIS AFFILIATE MARKETING AGREEMENT ("Agreement") is entered into by and between R Value, Inc. dba Indow, a Delaware Corporation with principal offices located at 2267 N. Interstate Ave, Portland, OR 97227 ("Indow") and you ("Affiliate" or "you" or "your").

BY CLICKING "I AGREE" YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL DOCUMENTS, POLICIES AND PROCEDURES INCORPORATED HEREIN BY REFERENCE.

1. PRODUCTS.

A. The Business.

Indow is a manufacturer of interior thermal inserts that insulate windows and block noise. Indow window inserts are sold direct to consumers and commercial customers and via authorized dealers ("Dealer" or "Dealers"). Indow has instituted a program whereby third parties ("Affiliates") can act on behalf of the Dealer to generate retail sales leads ("Leads") for the Dealer ("Affiliate Program").

B. Affiliate Participation.

Once accepted into the Affiliate Program by Indow, Affiliate will be provided with a unique, trackable link to share with website visitors to refer them to the Indow's website. You will not redirect any prospective purchaser of Indow window inserts to any website other than that of Indow. You will not interfere with the operation of the Affiliate Program by taking any actions that circumvent the policies and procedures governing the Affiliate Program.

2. ACCEPTANCE, EFFECTIVE DATE AND AMENDMENT.

A. Effective Date.

This Agreement becomes effective when you click "I Agree" ("Effective Date"). The operating regulations of Indow ("Operating Regulations"), the information gathered by Indow from you in the online Affiliate registration process (Affiliate Registration Form) and such other documents, policies and procedures Indow requires Affiliates to conform to, are all incorporated into and become a part of the Agreement by this reference.

B. Affiliate Accounts.

After you agree to be bound by this Agreement and complete the Affiliate Registration Form, Indow will establish an account for you ("Account"). This Agreement shall be binding upon you and govern the Account.

C. Link to Indow.

Once Indow notifies you that you have been accepted into the Affiliate Program, Indow will grant you a revocable, non-exclusive, royalty-free license for the term of this Agreement, to access the Indow website solely for the purpose of allowing you to refer Leads through a link on your website.

3. CONDITIONS.

A. Force Majeure.

Indow assumes no liability for disruptions in service or improper operation of its equipment or software for any reason, including, without limitation, vandalism, theft, phone service outages, Internet disruptions, human error, extreme or severe weather conditions or any other causes commonly referred to as "Acts of God".

B. Restrictions Upon Offering Warranties.

You agree you will not provide, offer, or advertise any guarantee or other warranty not consistent with that offered by Indow.

C. Access to Customer Information.

You acknowledge that by participating in the Affiliate Program and referring Leads, Indow may receive information from or about those leads. Your participation in the Affiliate Program constitutes your specific and unconditional consent to and authorization for Indow to access, receive, store, use and disclose any and all such information, consistent with the policies and procedures set forth in the Indow Privacy Policy.

4. AFFILIATE'S WARRANTIES AND REPRESENTATIONS.

You make the following representations and warrant that at all times during the term of this Agreement such representations shall be true and accurate:

A. Contractual Capacity.

You have the power and authority to carry on your business as it is conducted, are duly authorized to enter into this Agreement and that no other authorizations, consents or approvals are required in connection with the validity and enforceability of this Agreement or the execution, delivery and performance of this Agreement by you.

B. Truthful Information.

All information and data you provide to Indow, or for which you engage a third party to provide to Indow is complete, truthful, accurate, valid, your lawful property, and you have the right to communicate such information.

C. Verification.

All email, domain, URL, physical address and telephone information you provide is complete and correct.

D. Compliance with Laws and Regulations.

You are in compliance with all applicable national, federal, state, and local laws, rules, regulations, requirements and/or other standards established by any governmental authority having jurisdiction to control such activities, including, without limitation, the Federal Trade Commission, and State and local consumer protection agencies.

5. FEES, SUCCESS FEES AND PAYMENTS.

A. Waiver of Account Establishment Fee.

Indow shall waive your "Account Establishment Fee," to establish the Account described in Section 2.B. This exemption is effective only for your activities under the Affiliate Program and the terms of this Agreement.

B. Lead Fees.

Indow will pay you a Lead Fee equal to \$5 per bonafide Lead referred to the Indow website via your unique link. The \$5 payment applies to Leads who fill out a lead capture form on the indowwindows.com website, who are residents of the United States with a legitimate interest in purchasing Indow inserts. Indow reserves the sole right to review the quality of referred Leads prior to payment and adjust the payments if the Leads deviate in a statistically significant way in their purchasing behavior from the purchasing behavior of leads gathered from other lead sources.

C. Success Fees.

Indow will pay you a Success Fee equal to 5% of the manufacturer's suggested retail price (MSRP) of Indow product sales generated by Leads referred by you.

C. Payments.

Payments shall be made on or before the 25th of the month following the calendar quarter in which Lead fees and Success Fees are earned. Notwithstanding the terms of Section 9.D., Lead Fees and Success Fees payable of less than \$50 may be deferred and paid when cumulative combined unpaid Lead Fees and Success Fees exceed \$50. In the event there is a chargeback or refund related to a product sale, Indow reserves the right to offset such chargeback or refund against future Fees and/or charge you for directly for such chargeback or refund.

6. TERM.

Notwithstanding the terms of Section 9, this Agreement shall remain in effect from the Effective Date and unless earlier terminated as provided herein, will continue for a period of six (6) months, at which time the term of this Agreement will automatically renew for successive periods of six months, unless either Party notifies the other in writing at least thirty (30) days prior to the expiration of the then-current term of its desire not to renew the Agreement.

7. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT INDOW IS PROVIDING ITS SERVICES TO YOU "AS IS" AND THAT INDOW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY.

INDOW SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER DAMAGES FROM INDOW THAT EXCEED THE SUM OF FEES PAID TO YOU BY INDOW UNDER THIS AGREEMENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

INDOW ASSUMES NO LIABILITY FOR YOUR FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT OR ANY RESULTS CAUSED BY ACTS, OMISSIONS OR NEGLIGENCE BY YOU, A SUBCONTRACTOR OR AN AGENT OF YOURS OR AN EMPLOYEE OF ANY ONE OF THEM, NOR SHALL INDOW HAVE ANY LIABILITY FOR CLAIMS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF THIRD PARTIES ARISING OUT OF OR RESULTING FROM, OR IN CONNECTION WITH, YOUR PRODUCTS, SERVICES, MESSAGES, PROGRAMS, CALLER CONTRACTS, PROMOTIONS, ADVERTISING, INFRINGEMENT OR ANY CLAIM FOR LIBEL OR SLANDER OR FOR VIOLATION OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9. TERMINATION.

A. By Affiliate.

You may terminate this Agreement or your Account with Indow at any time upon providing a notice of your intent to terminate at least 7 days prior to the desired date of termination.

B. By Indow.

Indow may terminate this Agreement or your Account at any time for any reason, or for no reason. Indow may suspend your access to Indow's web site immediately and without notice if you are in breach of any of your obligations hereunder and then terminate this Agreement and your access to Indow's web site, or Indow may terminate this Agreement and your access to Indow's web site immediately and without notice if you are in breach of any of your obligations hereunder. If the termination is at the convenience of Indow, Indow shall provide you with notice 7 days in advance of the date of termination.

C. Notice of Cancellation

If a party to the Agreement intends to terminate the Agreement, it must send a notice to the other party of its intent to terminate ("Notice of Cancellation"). The Notice of Cancellation shall contain the date upon which the termination shall become effective and shall be delivered in accordance with Section 19 of this Agreement. Provided, however, that in the event Indow determines it is necessary to immediately terminate the Agreement, Indow may provide notice to you via telephone, followed by delivery of a Notice of Cancellation as required in Section 19. Such termination shall be effective as of the time of the telephone call to you.

D. Payments/Obligations to be Completed After Termination.

In the event Indow is holding funds related to your Account at the termination of the Agreement and it is later determined that such funds should be sent to you, the information you provided to Indow regarding your name and address will be used to try to send you any funds that are being held in custody for you. If that information is not accurate, and Indow is unable to complete the payment of funds to you, the funds will be subject to applicable state laws regarding escheat of unclaimed property.

E. Survival:

Upon Termination of this Agreement, the provisions of Sections 7, 8, 9, 10, 11, 12, 13 and 18 shall survive such Termination.

10. OBLIGATION TO PAY OWN TAXES

You are responsible for the payment of all taxes applicable to the conduct of your business.

11. CHOICE OF LAW, JURISDICTION, AND VENUE.

You agree that the laws of the State of Oregon, without reference to its conflict of law principles, will govern this Agreement, and that any claim or suit arising out of or related to this Agreement must be brought exclusively in the federal and/or state courts located in the State of Oregon, Multnomah County, U.S.A. You consent to the exclusive jurisdiction of such courts.

12. ENFORCEMENT ACTIVITIES.

A. Lawful Use.

The web site and Services of Indow may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations. You may not register under a false name, mask your true identity or the Products you offer to the public, or use invalid or unauthorized bank account information. You may not impersonate any participant or use another participant's information. Fraudulent conduct may be reported to law enforcement, and Indow will cooperate in any investigation.

B. Investigation.

Indow has the right, but not the obligation, to monitor any activity and content associated with its web site. Indow may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the portion of Indow's web site used by you. Indow reserves the right to remove or edit any content that violates this Agreement or is otherwise objectionable.

C. Disclosure of Information.

Indow may report any activity that it suspects is a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Indow's systems, you, and Customers, or to ensure the integrity and operation of Indow's business and systems, Indow may

access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

D. Suspension of Account.

In the event Indow determines that you are in breach of this Agreement, Indow may suspend activity on your Account until you cure the breach of this Agreement, or until Indow terminates this Agreement.

14. PRIVACY.

A. Privacy Policy.

Indow's [Privacy Policy](#) is posted on Indow's web site and is incorporated herein by reference. Indow reserves the right to change the Privacy Policy from time to time as it deems appropriate. Any changes will become effective when posted to the web site. Continued use of Indow's Services after any change will be deemed acceptance of the new Privacy Policy. You shall have a privacy policy that is no less restrictive than Indow's Privacy Policy and which complies with all applicable laws and regulations.

B. Commitment to Privacy.

Unless otherwise authorized by Indow in writing, you agree not to use any information you acquire regarding Customers except for the purpose of referring them to Indow. You agree not to use Customer information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, or conduct which may be otherwise deemed to be objectionable conduct.

15. COPYRIGHT NOTICE.

Indow's web site is subject to the protection of the copyright laws of the United States and other countries. No part of Indow's web site may be reproduced without the prior written permission of Indow.

16. DEFAULT.

In the event that you fail to perform any duty, obligation, or provision contained in this Agreement ("Default"), you agree to pay to Indow any damages, expenses, and costs, whether directly or indirectly caused, including reasonable attorney's fees incurred by Indow due to your Default.

17. AMENDMENTS AND MODIFICATIONS.

A. Indow's Right to Amend or Modify Agreement.

Indow may amend or modify this Agreement and any such amendment or modification will be binding on you upon receipt of written notice. Continued use of Indow's website after such notice shall be deemed to be an acceptance of all terms in the amended/modified Agreement.

B. Other Amendments/Modifications.

You may communicate any proposed modifications or amendments to this Agreement to Indow at the address provided in Section 19. However, such changes or amendments will only become effective if agreed upon by Indow, in its sole discretion, in writing.

18. INDEMNIFICATION.

Affiliate.

You agree to indemnify and hold Indow, its employees, officers, agents, shareholders and directors harmless from any and all claims, losses, damages, costs, expenses (including attorney's fees), fines, penalties regardless of whether the same are actual, direct, indirect, special, incidental, consequential, or punitive ("Damages") resulting from or in connection with this Agreement or incurred as a result of, or related to, the causes set forth below:

- Your breach of any warranty or representation;
- Your violation of any law, rule, or regulation;
- Intellectual property infringement claims related to ~~the~~ your site or service; or
- Your reckless or willful misconduct;
- Claims of third parties arising out of or resulting from, or in connection with the Products you offer for sale, messages, programs, caller contracts, promotions, advertising, infringement or any claim for libel or slander.

Indow.

In no event will Indow be liable to indemnify any party for any Damages arising directly or indirectly from any use of this Internet resource, even if Indow is expressly advised of the possibility of such damages.

19. NOTICES.

A. Addressed to:

Indow:

Mail:

Indow
2267 N. Interstate Ave
Portland, OR 97227

Affiliate:

Mail:

To the last address you provided to Indow.

Electronic Communication:

To the last email address you provided to Indow.

B. Method of Delivery and Date of Receipt.

Any written notice under this Agreement, which shall include email to you by Indow, shall be deemed given and delivered upon the earlier of: (a) actual receipt; or (b) five days

after being deposited in the United States mail, postage prepaid, and addressed to the party to whom the notice is being sent as set forth in Section 19.A.; or (c) one (1) business day after being sent by email or other electronic communication by Indow to you at the email address described in Section 19.A.

C. Notice of New Address.

Either party may communicate a change in its mailing address by notifying the other party in accordance with Section 19.B., in writing, including an electronic communication by Indow to you, which sets forth the old mailing address and provides the new mailing address.

20. HEADINGS.

The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

21. SEVERABILITY OF PROVISIONS.

Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

22. INTELLECTUAL PROPERTY

Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property or technology of Indow to you and all rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by Indow shall remain with Indow. You agree that you will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of Indow.

23. GENERAL.

You agree to be bound by any electronic affirmation, assent or agreement transmitted through Indow's web site. You represent and warrant that you have the authority to agree to this Agreement. You agree that any decision or action to click on an "I agree", "I consent", or other similarly worded "button" or entry field using a mouse, keystroke or other computer device, will indicate your agreement and will be legally binding and enforceable and the legal equivalent of your handwritten Signature.

You acknowledge (a) that you have read and understood this Agreement; (b) that this Agreement has the same force and effect as a signed agreement; and (c) that this Agreement constitutes the entire agreement between Indow and you and governs your participation in the Affiliate Program, superseding any prior agreements between you and Indow pertaining to the Affiliate Program.

The relationship between Indow and you shall be that of independent contractors. Neither party will be considered an agent, employee, joint venture, or partner of the other, unless otherwise specifically provided herein.

Rev. Date: 111516