



YLOPO COMPLETE DIGITAL MARKETING SOLUTION CLIENT PURCHASE ORDER AGREEMENT

CLIENT INFORMATION

CLIENT NAME:

I AM A:

COMPANY NAME:

PHONE NUMBER (CELL):

PHONE NUMBER (WORK):

EMAIL:

MAIN GEOGRAPHIC LICENSING AREA

This is a general descriptor of your main geographic licensing area. Exact areas/towns to advertise will be determined during setup. Typically, this includes a 25-mile radius around the main area.

AREA:

PARTNER INFORMATION

If you have an advertising partner (Partner), please provide the following information. If you do not immediately have this information on-hand, it can be sent to Ylopo during the setup process. Inclusion of a partner is subject to Ylopo approval.

ADVERTISING PARTNER First Name:

I AM A:

ADVERTISING PARTNER Middle Name:

ADVERTISING PARTNER Last Name:

COMPANY NAME:

EMAIL:

PHONE NUMBER (CELL):

PHONE NUMBER (WORK):

FEES Monthly Advertising Partner Fee (choose one).

\$_____ (Flat monthly Partner fee up to total cost of subscription. Will not fluctuate from month to month)

_____% (Will fluctuate monthly based on actual total monthly cost) _____% Not to Exceed \$_____ (Will fluctuate monthly based on actual total monthly cost but will never exceed indicated cap)



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DESCRIPTION OF FEES

ONE-TIME SET-UP FEE	PRICE
<p>Setup and Integration Fee - Ylopo Suite</p> <p>This one-time setup fee is collected upon execution of this purchase order.</p>	
One-Time Total	

MONTHLY FEES	PRICE
<p>Product Type</p> <p>Description of Product</p>	
Monthly Total	



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STANDARD TEMPLATE BRANDED SITE (optional)

This includes a single templated branded website. Any customizations toward your Branded Site are quoted and billed at \$75/hr at time of request.	Monthly	\$0.00
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Special Terms:

Subscription Term Length: [Insert Date] from Go-Live Date , with 90 day cancellation notice period



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TERMS

The Services are subject to the terms contained in this Purchase Order and Ylopo's Terms of Service which are located at www.ylopo.com/platform-agreement, and incorporated by reference into this Order Form ("Ylopo Terms of Service"). Ylopo reserves the right to change the Ylopo Terms of Service at any time, without notice. By executing this Agreement, the undersigned certifies that (i) the undersigned is a duly authorized agent of Client, and (ii) the Client has read the Ylopo Terms of Service and will take all reasonable measures to enforce them within the Client's organization.

The one-time setup fee is due upon execution of this Agreement and is non-refundable. The first monthly payment will be due at the conclusion of the implementation process (otherwise referred to as "go-live"), or 45 days following the execution of this purchase order, whichever occurs first. The Total Monthly Ylopo Client Cost is comprised of the Monthly Platform Fee (Ylopo Suite), the Monthly Marketing and Re-Marketing Budgets, and AI Text and AI Voice (Automated ISA) if applicable. This Purchase Order indicates both your monthly marketing caps and your monthly targeted marketing budgets. Your marketing cap is the maximum to which you can increase your monthly spend. Clients may begin at any time during the month and will be billed at a pro rata share of the normal monthly fee. Any amount of marketing budget that the client does not spend in a given month is applied as a credit in the following month.

Client acknowledges and agrees that Ylopo is a non-exclusive service and that Ylopo retains the right to separately generate lead data for other Clients in the same geographic territory and to provide digital marketing services to more than one Client in the geographic area in which Client Licensee conducts business.

Monthly billing will be charged between the 1st and the 7th of the month for the payment due during that calendar month. Any accrued but unpaid fees and expenses will also be charged. Fees, except the Setup Fee, are monthly recurring fees and are non-refundable and due even in the absence of an invoice from Ylopo. If payment is not received on the first of the month, lead delivery will be suspended seven days thereafter until payment is received. If payment is not received by the end of the month, Client sites/systems with Ylopo may be suspended until payment is received.

Ninety (90) percent of the Monthly Marketing Spend goes directly to the purchase of digital media and data (including third party consumer data, geo-mapping, data storage, and SMS delivery) and 10% goes to a Marketing Services Fee. For example, \$300 total media and data



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spend = \$270 direct spend on digital media and data + \$30 Marketing Services Fee. The Monthly Marketing Spend is a target and the actual spend may vary slightly from month to month. If the actual Monthly Marketing Spend is less than the targeted amount, the client will be given a credit in the following month. Likewise, if the actual Monthly Marketing Spend is more than the targeted amount, the client will be billed the difference in the following month, not to exceed 10% of the Monthly Marketing Spend target specified above.

The Client may choose to work with an Advertising Partner ("Partner") who will pay a monthly amount to advertise to consumers on the Client's home search and branded websites. Ylopo recommends that an Advertising Partner's monthly fee should not exceed more than 50% of the Client's total monthly cost. The Client and Partner may also choose to have all leads delivered to the Partner via email and/or the Partner's own CRM. If either the Client or the Partner gives CRM system access to the other party, then that is entirely up to that sharing party and not something mandated or prescribed by Ylopo. Either the Client or Partner may end the advertising partner program with 30 days written notice to the other party and Ylopo, at which time the Client will then be responsible for the Total Monthly Ylopo Client Cost. If for any reason Ylopo is unable to bill the Partner for the Total Monthly Advertising Partner Fee, the Client will be responsible for the total cost of the program.

Ylopo will make a good-faith effort to establish a direct MLS IDX feed on behalf of the Client. The MLS IDX feed is subject to MLS Board approval. Many MLS Boards charge an additional fee for IDX access on a per-client basis. Ylopo's Client shall be responsible for the direct payment to the MLS (or reimbursement to Ylopo) for all fees charged by Client's local MLS for access to the MLS data. The Client agrees to allow the Partner to advertise its brand and services to its prospective clients, but it is understood that the Client is under no obligation to designate the Advertising Partner as its exclusive service provider. Client will at all times act in the best interests of its own customers by providing other service provider referrals and information when and as needed.

If the Subscription Term Length is 1 month, as notated on the Purchase Order, either the Client or Ylopo may cancel the service with at least 90 days written notice at any time. If the Subscription Term Length is greater than 1 month, as notated on the Purchase Order, the Agreement will automatically renew for an equal duration to the original term unless either party provides written notice of cancellation at least 90 days prior to the expiration of the current term. The automatic renewal shall be under the same terms and conditions unless



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otherwise agreed upon by both parties in writing. The subscription term length applies solely to the Platform Fee (Ylopo Suite).

Ylopo reserves the right to either maintain or adjust pricing based upon market conditions but must give the client at least 90 days notice of any future change in pricing.

CLIENT SIGNATURE:

DATE: