



HUD-APPROVED AGENCY AGREEMENT

This HUD-Approved Agency Agreement (the “**Agreement**”) is made as of the date of last signature below (the “**Effective Date**”), by and between:

Framework Homeownership LLC
 One Beacon Street , 15th Floor
 Boston, MA 02108 (“**Framework**”)
 E-mail for Notice: partners@frameworkhomeownership.org
 Website: frameworkhomeownership.org (the “**Framework Site**”)

AND

The following “**Agency**”:

Agency Entity Name:	Merrimack Valley Housing Partnership
Address:	P.O. Box 1042, Lowell, MA 01853-1042
E-mail for Notice:	cathy@mvhp.org
Website (the “ Agency Site ”):	www.mvhp.org

“ Agency URL ”:	https://mvhp.org	.frameworkhomeownership.org
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Premises

Framework is primarily engaged in the business of providing prospective buyers of homes with training and information about the home buying process. As a part of its business, Framework provides individuals with access to an online home buying course currently known as *Framework*® (the “**Course**”). Agency provides counseling services to prospective home buyers. Framework and Agency would like to create a cross-referral arrangement to promote use of the Course.

In consideration of the Premises, the mutual promises of the parties, and the mutual benefits to be gained by performance, the parties agree as follows:

1. Landing Page and Custom URL – Framework shall create a custom URL for Agency on the Framework Site at the Agency URL, which will host a landing page for the Course bearing Agency’s logo and contact information (the “**Landing Page**”). The Landing Page shall be created using Framework’s then-current template.
2. Marketing Materials – Framework shall provide Agency with marketing materials and/or marketing guidelines (“**Framework Marketing Materials**”) which Agency shall use when it promotes and advertises Framework and the Course. Agency may not modify Framework Marketing Materials or use or create any other such marketing materials. Within ten (10) business days after Agency’s receipt of the Framework Marketing Materials, Agency shall use Framework Marketing Materials to provide information about Framework and the Course on a home buying services page of the Agency Site and in any related print marketing collateral (collective, the “**Course Information**”). The Course Information shall include Framework’s mark, “*Framework*®” (the “**Framework Mark**”) and other

required elements as set forth in Framework Marketing Materials. Agency may not later change any Course Information without prior written approval of Framework (email is acceptable) and Agency shall submit drafts/proofs to Framework as requested.

3. Agency Link to Landing Page - Subject to the provisions of this Agreement, Framework grants Agency a nonexclusive, non-transferable, limited, and revocable license to provide a hypertext reference link from the Course Information section of the Agency Site to the Landing Page (the “**Link**”) for the sole purpose of promoting Framework and directing Agency clients and prospective clients (the “**Agency Clients**”) to Framework through the use of the Link. **THE LINK AND AGENCY URL ARE FOR AGENCY’S USE ONLY. AGENCY SHALL NOT SHARE THE LINK OR AGENCY URL WITH ANY OTHER INDIVIDUAL OR ENTITY OR SELL, TRANSFER OR SUBLICENSE THE LINK OR AGENCY URL WITHOUT FRAMEWORK’S EXPRESS PRIOR WRITTEN CONSENT. IN REFERRING INDIVIDUALS TO THE COURSE, AGENCY SHALL ONLY PROVIDE THE LINK OR AGENCY URL TO SUCH INDIVIDUALS AND MAY NOT PROVIDE ANY OTHER URL TO THE COURSE.**

4. Availability of the Course – Framework shall be responsible for making the Course available to individuals who have enrolled and paid for the Course (the “**Enrolled Clients**”). Framework shall be responsible for the maintenance and support of the Course, and shall respond to reasonable Client and Agency inquiries concerning the operation and use of the Course.

5. Ownership of the Course and Framework Mark – Framework shall be the exclusive owner of all right, title, and interest in and to the Course, including without limitation, any and all related rights of copyright, patent, trademark and service mark, trade secret, title rights, character rights, and any and all other proprietary rights, together with any registrations, applications for registrations, extensions or renewals, and rights to sue for infringement or violation. Agency acknowledges and agrees that Framework is the owner of the Framework Mark, the Course and the Framework Marketing Materials, and that all use of the Framework Mark by Agency inures to the benefit of Framework. Except as expressly set forth herein, the provisions of this Agreement shall not be deemed to grant Agency any right or interest in or to the Course, the Framework Mark, or Framework Marketing Materials or any intellectual property of Framework. Agency shall refrain from using the Framework Mark in any manner that could be reasonably construed to cause damage to the goodwill or reputation of Framework and the Framework Mark.

6. Cooperation and Support - Each party’s personnel will conduct themselves in a professional and cooperative manner in their performance under this Agreement. Framework and Agency shall consult and cooperate with each other, and provide such technical assistance to each other during Framework’s normal business hours of 9:00am to 5:00pm Eastern Time, Monday through Friday, excluding holidays, as may be reasonably necessary in order to establish and support the Link, the Landing Page and Agency’s access to the Course Portal (as defined below).

7. Marketing and Promotion - Agency will make commercially reasonable efforts to market and promote the Course, including without limitation:

- a. Inform Agency Clients about the Course and recommend that Agency Clients take the Course;
- b. Provide Agency Clients with Course Information;
- c. To the extent they are provided to Agency by Framework, use “Demonstration Codes” for a demo version of the Course to market and promote the Course to Agency’s personnel; and

- d. Make referrals directly to Framework of all other persons or organizations (such as realtors or lenders) with a *bona fide* interest in the Course or making referrals to Framework.

8. No Educational Activities - Except as permitted under Section 7(c), Agency shall not use any portion of the Course to engage in any educational or training activities in any format or medium.

9. Agency Responsibilities - In addition to Agency's other obligations under this Agreement, Agency is responsible for and agrees to: (i) meet and maintain all computer, software, browser, internet connection, and/or other technical specifications required to access and use the Course Portal; (ii) maintain Agency's contact information to be current and accurate; (iii) keep its username and password to the Course Portal secure; (iv) have at least one staff member who has attended Framework's training webinar and has manager-level access to the Course Portal; or (v) immediately notify Framework of a departing or terminated employee with access to the Course Portal.

10. Fees

a. *Counseling/Homeownership Advising Fees.* Framework shall set, and may change, the enrollment fee for the Course and Agency may not increase such fee. One enrollment fee typically covers a borrower and co-borrower. However, if Agency's program requires a borrower and co-borrower to register separately for the Course, Agency shall advise the foregoing borrowers they will be responsible for two (2) enrollment fees. Subject to Agency's compliance with the terms of this Agreement, for each Agency Client who becomes an Enrolled Client through the use of the Link from the Agency Site (each, an "**Enrolled Agency Client**"), Framework shall pay Agency a counseling/homeownership advising fee in an amount equal to the lesser of either: (i) Sixty Dollars (\$60.00); or (ii) eighty percent (80%) of the enrollment fee received by Framework from such Enrolled Agency Client (the "**Counseling Fees**"). NOTWITHSTANDING THE FOREGOING, AGENCY SHALL NOT EARN A COUNSELING FEE WHERE: (A) THE ENROLLED AGENCY CLIENT USED A COUPON FOR ANY PORTION OF THE ENROLLMENT FEE FOR THE COURSE; OR (B) WHERE THE ENROLLED AGENCY CLIENT WAS PREVIOUSLY ENROLLED IN ANOTHER FRAMEWORK-SPONSORED DOMAIN AND WAS SUBSEQUENTLY TRANSFERRED TO THE LINK.

b. *Payment.* Counseling Fees shall be paid to Agency quarterly by ACH direct deposit, with payments made within thirty (30) days after the end of each calendar quarter, based upon the total amount of the enrollment fees received by Framework with respect to Enrolled Agency Clients during the applicable calendar quarter. Should Agency elect to receive payment by paper check instead of by ACH direct deposit, Framework may assess a fee up to Three Dollars (\$3.00) per paper check and deduct such fee from the amount due to Agency. Framework shall have the right to make adjustments to payments of Counseling Fees in the event any refunds of enrollment fees are made with respect to Enrolled Agency Clients.

c. *Additional Support Fees.* Framework may charge Agency an additional fee for technical support that exceeds four (4) hours in a calendar month at Framework's then-current rate. Framework will invoice Agency for all such additional fees. The invoices shall be due and payable within thirty (30) days of the date of invoice. Framework may deduct unpaid overdue amounts from the payment of Counseling Fees to Agency.

11. Referrals to Agency by Framework for Pre-Purchase Counseling – During the term of this Agreement, Framework will include Agency in Framework's general database of housing counseling agencies. Framework may from time to time refer to Agency Framework clients who have enrolled in the Course (the "**Framework Clients**") and have later inquired with Framework about housing counseling services. For the avoidance of doubt, Framework Clients shall not be Enrolled

Agency Clients. After being contacted by a Framework Client, Agency shall respond to Framework Client within two (2) business days to schedule telephone or office pre-purchase counseling. Agency shall provide a complete pre-purchase counseling session to Framework Clients as contemplated by *HUD Handbook 7610.1 for the Housing Counseling Program* and/or the *National Industry Standards for Homeownership Education and Counseling*. Agency may charge referred Framework Clients or Enrolled Agency Clients a reasonable fee for the pre-purchase counseling services provided in accordance with HUD and National Industry Standards for Homeownership Education and Counseling. Agency may charge referred Framework Clients and Enrolled Agency Clients for the cost (without mark-up) of obtaining a credit report. Agency shall adopt and at all times adhere to the *National Industry Standards for Homeownership Education and Counseling* and the *National Industry Standards Code of Ethics and Conduct*.

12. Access to Course Portal

a. *Permission.* Subject to the terms of this Agreement and during the term of this Agreement, Framework hereby grants to Agency a limited, revocable, non-exclusive, non-sublicensable, and non-transferrable right and license to have access to and use the Course Portal solely for Agency's provision of housing counseling and homebuying assistance services to its Enrolled Agency Clients in connection with the Course and in accordance with this Agreement. "**Course Portal**" means the online software application used by Framework that, among other functionality, facilitates enrollment in the Course, collects information about Enrolled Clients, processes payment, tracks Course progress and completion, and provides other functions that may change from time to time.

b. *Restrictions.* Agency may not, and may not permit any third party to, use the Course Portal in any manner or for any purpose other than as expressly permitted by this Agreement. Agency may not, or may not attempt to, and may not permit any third party to: (i) modify, alter, tamper with, copy, translate, or otherwise create derivative works of the Course Portal or any part thereof or otherwise attempt to discover any source code or modify the Course Portal in any manner or form; (ii) reverse engineer, disassemble, or decompile the Course Portal or apply any other process or procedure to derive the source code of any software included in the Course Portal; (iii) resell or sublicense the Course Portal; (iv) use the Course Portal in a manner that interferes with other users' use of the Course Portal or otherwise take any actions that may adversely affect the operation of the Course Portal; (v) use the Course Portal for competitive analysis or to build a competitive product; or (vi) use the Course Portal in any manner that violates applicable law.

c. *Reserved Rights.* As between Framework and Agency, Framework owns and reserves all right, title, and interest in and to the Course Portal. This Agreement does not grant Agency any rights in or to the Course Portal or any of its components except for the limited rights to use the Course Portal expressly granted by this Agreement.

d. *Suspension.* Framework may suspend Agency's access or use any portion or all of the Course Portal immediately upon notice to Agency if Framework determines in its reasonable discretion: (i) Agency's use of the Course Portal may subject Framework, its licensors, or any third party to liability or may adversely impact the Course Portal or the systems of other users of the Course Portal; or (ii) that any person is or may be making unauthorized use of the Course Portal with any user account assigned to Agency.

13. Data and Data Security - In the Course Portal, Agency will have access to certain information about Enrolled Agency Clients, which may include: names and addresses, phone number, date of birth, gender, marital and education status, veteran and disabled status, number and dependents living in the household, income information, race and ethnicity information, home purchase steps completed, first time homebuyer and first generation homebuyer status, and Course information (collectively, the "**Enrolled Agency Client Information**"). Agency shall at all times provide industry

standard security measures to ensure that all Enrolled Agency Client Information that is accessed or accessible by Agency is maintained and used (a) in compliance with applicable law, (b) only in connection with uses specified immediately below, and (c) in a manner that prevents the unauthorized disclosure of, unauthorized use of, unauthorized access to, misappropriation of, loss of, or alteration of any Enrolled Agency Client Information while it is directly or indirectly in the possession or control of Agency. Such security measures shall include, without limitation, taking those steps Agency would take to protect the confidentiality of its own most valuable confidential information and implementing and maintaining appropriate administrative, technical and physical safeguards to protect against reasonably anticipated threats or hazards to the privacy, security, integrity and/or confidentiality of Enrolled Agency Client Information. Agency shall notify Framework immediately of any known or suspected security breaches or holes. As between Framework and Agency, Framework shall be the owner of the Enrolled Agency Client Information. The Enrolled Agency Client Information may only be used by Agency (i) to make contact with the subject Enrolled Agency Clients in direct connection with the counseling services being provided to them by Agency, and (ii) for the preparation and filing of any reports required by applicable law. Agency shall never use, or enable another person or organization to use, any of the Enrolled Agency Client Information for any commercial purpose, including without limitation, for marketing, surveys, reviews, outreach, evaluations, or sales of products or services. Upon the termination of this Agreement, Agency shall maintain or dispose of the Enrolled Agency Client Information in its possession or control in compliance with applicable law and any federal grant requirements.

14. Term and Termination

a. *Term and Termination.* The term of this Agreement shall commence on the Effective Date and continue thereafter until either party provides the other party with at least thirty (30) days prior written notice of termination; provided, however, in the event of the breach of this Agreement by either party, the non-breaching party may immediately terminate this Agreement if the breaching party fails to cure its breach within five (5) days after its receipt of written notice of the breach. In addition to the foregoing, this Agreement will automatically terminate if Agency does not display the Link on the Agency Site for at least thirty (30) consecutive days or the Landing Page has not been accessed for at least one hundred eighty (180) consecutive days.

b. *Effect of Termination.* Upon termination of this Agreement: (i) Framework shall take down the Landing Page and delete the Agency URL; (ii) Agency's right to access and use the Course Portal immediately terminates; (iii) Framework shall have no obligation to provide Agency with any of the Enrolled Agency Client Information; and (iv) Agency shall immediately remove the Link in all places and terminate use of the Course Information, the Framework Mark and the Framework Marketing Materials. The termination of this Agreement shall not affect a party's entitlement to undisputed fees earned prior to the date of termination.

15. Competition Restriction – To the extent permitted by applicable law, during the term of this Agreement, Agency shall not, directly or indirectly, whether as a principal, agent, investor, manager, partner, affiliate, venturer, consultant, vendor of technology or content, or otherwise, sell, or participate in the development or provision of, any online home buying course owned by Agency or its affiliates (i) which has purposes, features, subject matter content, approaches, methodologies, or intended users that are the same as or similar to those related to the Course, or (ii) which is otherwise competitive with the Course. Agency must notify Framework immediately, in writing, of plans to directly or indirectly participate in the development, provision, or acquisition of any online home buying course.

16. Warranty Disclaimers – THE AGENCY URL, THE LANDING PAGE, THE COURSE, THE FRAMEWORK MARKETING MATERIALS, THE COURSE PORTAL AND ALL SERVICES OR INFORMATION PROVIDED BY FRAMEWORK HEREUNDER ARE PROVIDED ON AN “AS IS, WITH ALL FAULTS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED. FRAMEWORK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

17. Indemnification – Framework and Agency and their successors and assigns shall indemnify, defend, and hold harmless each other and their successors and assigns from and against and in respect of any and all third-party claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that a party shall incur or suffer which relate to the other party's failure to perform any of its obligations under this Agreement.

18. Limitation of Liability - Except for Agency's breach of Section 15, in no event shall either party be liable for punitive, special, indirect, or consequential damages arising under this Agreement. Except for the indemnification obligations of a party with respect to Enrolled Agency Client Information or Agency's breach of Sections 3 or 15, the aggregate liability of each Framework and Agency under this Agreement shall not exceed the amount of Counseling Fees paid by Framework to Agency during the six (6) month period immediately preceding the date on which the event giving rise to the claim for damages occurred.

19. Records and Audits. Agency shall keep complete, clear and accurate books and records during the term of this Agreement and for a period of two (2) years thereafter relating to the Counseling Fees paid by Framework, website traffic information for the Link on the Agency Site, and Agency's publication or sharing of the Agency URL. Upon reasonable notice to Agency, Framework and its designees shall have the right to audit and inspect such books and records (including electronic records) and make copies thereof. The cost of the audit will be paid by Framework, unless the audit reveals Framework's overpayments of Counseling Fees in excess of 5% for the period audited, in which case the reasonable third-party costs of such audit shall be paid by Agency. Agency will promptly upon demand refund Framework any overpaid amounts shown by any such audit. If any audit reveals any underpayment of Counseling Fees, then Framework shall pay Agency the amount of such underpayment.

20. Nature of Relationship – The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between Framework and Agency. Neither party shall represent or imply to any other person or organization that this Agreement authorizes either Framework or Agency to act as an agent for or on behalf of the other party.

21. Remedies - Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

22. Notices - Any notices required or permitted to be given under this Agreement: (a) shall be in writing signed by or on behalf of the party making the same; (b) shall be deemed given or delivered (i) if sent by confirmed e-mail, when received, (ii) if sent by messenger or reputable overnight courier service, when delivered; and (c) shall be addressed to each party at its address set forth above, or at such other address as the parties shall designate in writing pursuant to the notice provisions of this Section.

23. Survival - The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

24. Assignment; Successors in Interest - Neither party may assign any rights or obligations under this Agreement without the other party's prior written consent, except that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest as a result of a merger or

consolidation, or in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates (a “**Permitted Assignee**”); provided that such Permitted Assignee agrees to be bound by the terms of this Agreement. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties. Any attempted assignment in derogation of this Section will be null and void.

25. Waiver - The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

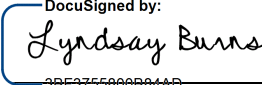
26. Situs and Jurisdiction - This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles or rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be in the courts of the Commonwealth of Massachusetts, located in Suffolk County, and, in addition, the parties hereby expressly consent to the jurisdiction of the federal and state courts in the Commonwealth of Massachusetts, located in Suffolk County.

27. Severability - In the event any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

28. Entire Agreement - This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the parties, whether written or verbal, regarding the subject matter of this Agreement, including without limitation any Counseling Agency Agreement previously entered into by the parties. No amendments to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Framework Homeownership, LLC

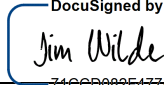
By: 
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Name: Lyndsay Burns

Title: Head of Strategic Initiatives

Date: 11/16/2021

Agency:

By: 
DocuSigned by:
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Name: Jim wilde

Title: Executive Director

Date: 11/15/2021