

Website Affiliate Standard Contract/Term of Service Agreement

9/4/2019

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between, Compulabs Etc. LLC ("Compulabs-Cloud") and you, regarding your application to and participation in, the Compulabs-Cloud Affiliate Program (the "Affiliate Program") as an affiliate of Compulabs-Cloud (an "Affiliate"), and the establishment of links from your website to our website landing page for website cloud subscription services, <https://compulabscloud.com/>

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE Compulabs-Cloud TERMS AND CONDITIONS HEREIN.

1. Key Definitions.

"Affiliate" - The business, individual, or entity applying to or participating in the Affiliate Program, or that displays Compulabs-Cloud's products and services and/or promotions on its website, or other means, using an affiliate tracking code in exchange for receiving a commission from Compulabs-Cloud for sales directly resulting from such display.

"Affiliate Platform" - A Compulabs-Cloud website powered by Compulabs Etc LLC used by Compulabs-Cloud and its Affiliate members to track Affiliate performance, including specific referrals and commissions earned through the Affiliate Program.

"My Affiliate Dashboard" - The My Affiliate Dashboard is used by Affiliates to track commissions, view reports, and update the contact information and payment preferences.

"Affiliate Site" - The Affiliate's website which displays Compulabs-Cloud's Products and Services and/or promotions.

"Compulabs-Cloud's Products and Services" - Web hosting and related products and services that are available for purchase from Compulabs-Cloud.

"Commission Fees" - The amount you will be paid for each Qualified Purchase by a Referred Customer subject to any applicable Commission Threshold and pursuant to the terms of this Agreement.

"Qualified Purchase" - A sale of Compulabs-Cloud Products and Services by Compulabs-Cloud, with a term of one (1) month or longer, to a Referred Customer that is not excluded under Section 7.

"Referred Customer" - Each new and unique customer referred from Affiliate through a Link (as defined in Section 3) that provides valid account and billing information.

2. Enrollment in the Compulabs-Cloud Affiliate Program.

a. To begin the enrollment process, you must submit a completed Affiliate Program signup form. The signup form can be found at <https://www.CompulabsCloud.com/affiliates>

Upon evaluation we will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website or promotional method is not suitable for the Affiliate Program for any reason, including, but not limited to, its inclusion of content that is unlawful or otherwise violates our [Acceptable Use Policy](#), as determined in our sole discretion.

c. If we reject your application, for any reason, you may not re-apply to the Affiliate Program utilizing the same domain name/URL or reapply using a different domain/URL name and then add the

previously rejected domain name/URL to your affiliate account. Compulabs-Cloud, in its sole discretion, reserves the right to reject or remove any prospective affiliate from the Affiliate Program at any time, with or without notice.

3. Promotion of Our Affiliate Relationship.

a. **Use of Links.** If you qualify and agree to participate as an Affiliate, we will make a variety of graphic and textual links available to you (each referred to herein as a "Link" or collectively, as the "Links"). The Links will serve to identify your website as a member of the Affiliate Program and will establish a link from your website or e-mail to Compulabs-Cloud's website. You agree to cooperate fully with us to establish, display, and maintain such Links. You further agree that your use of the Links must be in compliance with this Agreement at all times. Compulabs-Cloud may modify the Links from time to time in its sole discretion. You will not use graphic or textual images (indicating a Link) or text messages to promote Compulabs-Cloud that are not approved in advance by Compulabs-Cloud. Furthermore, you agree not to use artificial or manipulative techniques eg cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge (e.g. iframe) without limitations similar deceptive practices geared to overstate results.

b. **Prohibited Activities.** Except as permitted herein, you shall not and are not authorized to (i) use Compulabs-Cloud's trademark or other intellectual property, including without limitation, the Links (collectively, "Compulabs-Cloud's Intellectual Property (IP)") without Compulabs-Cloud's express prior written permission; (ii) use Compulabs-Cloud's name (or any variation or misspelling thereof or other terms that are confusingly similar to any of the foregoing) in a domain name, any metatags, advertising, search terms, code, or otherwise; or (iii) act in any way that causes or could cause any confusion concerning the source of, or your association with Compulabs-Cloud's Products and Services. Your use of Compulabs-Cloud's IP in any manner, other than as expressly permitted hereunder shall constitute unlawful infringement of Compulabs-Cloud's intellectual property rights, and may subject you to liability (including potential treble damages for knowing or willful infringement), and the obligation to pay Compulabs-Cloud's legal fees and costs in connection with Compulabs-Cloud's enforcement of its rights.

c. **Paid Search Policy.** You are required to comply with the following rules when bidding on keywords on any paid search engines or social media site, including without limitation, Google, Yahoo/Bing, Twitter and Facebook:

1. You are prohibited from bidding on any Compulabs-Cloud trademarks, or any variations and misspellings thereof without Compulabs-Cloud's prior written approval. Examples of prohibited keywords are "Compulabs-Cloud," "Compulabs Cloud," "Compulabs-Cloud.com," "www.Compulabs-Cloud.com", "Compulabs-Cloud reviews," "Compulabs-Cloud hosting," and combinations thereof.
2. You are prohibited from bidding on keywords containing Compulabs-Cloud trademarks plus an additional term such as [Compulabs-Cloud coupons], [Compulabs-Cloud promotions], and [Compulabs-Cloud promos]. Further, Affiliates are NOT permitted to [broad or phrase match](#) any of these keywords.
3. You are prohibited from outranking Compulabs-Cloud's internal paid search ad on any keywords.
4. You are prohibited from direct linking to Compulabs-Cloud.com from any paid search ads.

5. You are prohibited from using <https://compulabscloud.com/> or Compulabs-Cloud.com or variations thereof as a display URL.

All materials, including without limitation, ad copy, coupons, and promotions on your Affiliate Site must accurately represent active and valid promotions. For example, you may not display an ad on your Affiliate Site for a promotion that has expired.

d. **Discounts and Coupons.** Affiliates may only use active coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link connecting users of the Affiliate Site to the pertinent area of the Compulabs-Cloud website will in no way alter the look, feel, or functionality of the Compulabs-Cloud website. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in your termination from the Affiliate Program or the withholding of Commission Fees.

4. FTC Endorsement Compliance.

a. It is the intent of Compulabs-Cloud to treat all of our customers fairly. Accordingly, we require all Compulabs-Cloud Affiliates to comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the [Federal Trade Commission \(FTC\) Endorsement Guides](#), which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of Compulabs-Cloud's Products and Services must prominently disclose the fact that you receive compensation for Referred Customers.

b. For more information and suggestions about how to comply with these guidelines, please visit our page entitled "[Affiliate Disclosure Requirements and Examples.](#)" Please note that this page is only intended to provide guidance. It does not purport to provide legal advice and it does not guarantee that you'll be in compliance with FTC regulations should you follow the suggestions presented. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation.

c. Compulabs-Cloud reserves the right to withhold Commission Fees and cancel your participation in the Affiliate Program should we determine, in our sole discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations or guides that we deem relevant.

5. Data Security

In addition to the obligations set forth in Section 4 (FTC Endorsement Compliance), Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. Affiliate agrees to promptly assist Compulabs-Cloud in complying with any data subject rights request under the GDPR that

Compulabs-Cloud may receive from any individuals referred to Compulabs-Cloud by Affiliate. Affiliate further agrees to promptly assist Compulabs-Cloud in complying with any duties to cooperate with supervisory authorities under the GDPR.

6. Order Processing

Compulabs-Cloud will process orders placed by Referred Customers who follow the Links from an Affiliate Site to Compulabs-Cloud. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including Compulabs-Cloud's services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Site and will make this information available to you through the applicable Affiliate Platform. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between your website and our website are properly formatted.

7. Commission Determination; Qualified Purchases.

a. Commission Fees will be calculated based on the commission rates stated on the Compulabs-Cloud website for each Qualified Purchase (as defined herein) subject to commission accruing pursuant to Section 8 below. A "Qualified Purchase" does NOT include any of the following:

1. A purchase by a Referred Customer that has transferred from any Compulabs-Cloud partner or entity that owns, is owned by, or is under common ownership with Compulabs-Cloud.
2. A purchase by a Referred Customer who is also associated with any Compulabs-Cloud reseller, referral, or other program.
3. A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
4. A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through an Affiliate Link.
5. A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days or is in violation of [Compulabs-Cloud's Terms of Service](#), [Acceptable Use Policy](#), or other applicable policies at the time the Commission Fees accrue.
6. A purchase that Compulabs-Cloud suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
7. A purchase referred by an Affiliate that has an excessive cancellation rate as determined in Compulabs-Cloud's sole discretion.
8. A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the Affiliate.
A purchase by a Referred Customer if the Affiliate or Referred Customer is in or is promoting a business-opportunity program, as determined in Compulabs-Cloud's sole discretion.
9. A purchase by a Referred Customer who received a popup with a discounted offer, while leaving Compulabs-Cloud's website during their purchase.
10. A purchase by a Referred Customer engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name,

email address, or other identifying characteristic as determined by Compulabs-Cloud and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined in Compulabs-Cloud's sole discretion.

11. A purchase by a Referred Customer who, prior to such purchase, clicked through a Link established by another affiliate under this Affiliate Program.
12. A purchase by a Referred Customer more than ninety (90) days after clicking through the Affiliate Link.

b. Compulabs-Cloud reserves the right to withhold payment of Commission Fees to Affiliates who are new to the Affiliate Program, or who have referrals that are potentially the result of fraud as determined by Compulabs-Cloud in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

c. Compulabs-Cloud reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Affiliate or a Referred Customer. Compulabs-Cloud reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled purchases. If no subsequent Commission Fees are due and owing, Compulabs-Cloud may send Affiliate a bill for the balance of such refunded purchase upon termination of Affiliate's participation in the Affiliate Program or termination of the Referred Customer.

d. Compulabs-Cloud reserves the right to immediately cancel or withhold for later review any Commission Fees that fail to meet the criteria of a "Qualified Purchase." Affiliate is responsible for monitoring the payment, denial, and withholding of Commission Fees; Compulabs-Cloud is not obligated to actively notify Affiliates of the status of Commission Fees. If Affiliate has a question about a Commission Fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day the payment would have been due to contact Compulabs-Cloud to request that the Commission Fee be paid. Any changes to decisions about cancelled or withheld Commission Fees are strictly made in Compulabs-Cloud's sole discretion.

e. Commissions for any Referred Customer who is associated with any Compulabs-Cloud reseller, referral or other program may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.

f. In the event that the Referred Customers that are referred to Compulabs-Cloud by an Affiliate are determined to have an excessive cancellation rate, as determined by Compulabs-Cloud in its sole discretion, Compulabs-Cloud reserves the right to withhold or decline pending and future Commission Fees to such Affiliate.

g. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or Commission Fees to intentionally defraud Compulabs-Cloud or any violation of the terms of this Agreement constitutes immediate grounds for Compulabs-Cloud to terminate the Affiliate's participation in the Affiliate Program and will result in the forfeiture of any Commission Fees due to

the Affiliate.

8. Commission Payments

a. Subject to the terms of this Agreement and the terms of any applicable Affiliate Platform agreement, Commission Fees will be calculated according to the specified percentage or dollar amount set forth in the commission report in your Affiliate Console for each Qualified Purchase that accrues during the period for which such Commission Fees are being calculated.

b. Commission Fees will be processed approximately forty-five (45) to seventy (70) days after the end of the quarter in which they accrue, unless you use an Affiliate Platform in which case they will be processed in accordance with your agreement with the applicable Affiliate Platform.

c. Compulabs-Cloud will only compensate you for Qualified Purchases made in accordance with the terms of this Agreement.

d. Commission Fees shall be paid based on the current information in your Affiliate Console. You are required to notify the Affiliate Platform promptly of any change in your address by updating your profile information in the Affiliate Console. You are responsible for informing the Affiliate Platform of your desired payment form/type. You can update or change your desired payment method at any time by updating your affiliate profile located in the Affiliate Console. Please see the applicable platform's policies for details on the effect of any changes.

e. Depending on your Affiliate Platform, you may be subject to a minimum or maximum payment amount. All such minimum and maximum payment amounts are governed by your agreement with the Affiliate Platform.

f. You may view the currently available payment methods by logging into your Affiliate Console for the applicable Affiliate Platform. If the Affiliate Platform offers PayPal as a payment method, please refer to [PayPal's policy](#) to ensure you are eligible to receive payment if you reside outside of the United States.

- g. Compulabs-Cloud and the Affiliate Platform, in their sole discretion, reserve the right to modify the available commission payment methods or payment schedule at any time. Such changes shall take effect when posted.

h. Disputes: Affiliate has access to Compulabs-Cloud's real-time Affiliate Program statistics and agrees to file any disputes within forty-five (45) days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after forty-five (45) days of the date on which the disputed sale or event occurred will not be accepted by Compulabs-Cloud and Affiliate forfeits forever any rights to a potential claim.

i. Commission Fees will accrue and only become payable once you provide all relevant tax and address documentation pursuant to this Section 8. It is solely your responsibility to provide the Affiliate Platform with accurate tax and payment information that is necessary to issue Commission Fees to you. If the Affiliate Platform does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable

commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.

j. Each Affiliate is required to submit a W8/W9 tax form to the Affiliate Platform before any Commission Fees shall accrue. You are responsible for the payment of all taxes related to the Commission Fees you receive under this Agreement. In compliance with U.S. tax laws, the Affiliate Platform will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold.

k. Any address change must be made in the Affiliate profile in the Affiliate Console.

l. Compulabs-Cloud is not responsible for paying any third-party fees, including any fees charged by PayPal, in order for you to receive Commission Fees.

9. Reports of Qualified Purchases

You may log into your Affiliate Console to review your click through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued for all Referred Customers that appear in the Affiliate Console.

10. Obligations Regarding Your Affiliate Site

a. You are solely responsible for the development, operation, and maintenance of your Affiliate Site and for all materials that appear on your Affiliate Site. Such responsibilities include, but are not limited to, the technical operation of your Affiliate Site and all related equipment; creating and posting product reviews, descriptions, and references on your Affiliate Site and linking those descriptions to our website; the accuracy of materials posted on your Affiliate Site (including, but not limited to, all materials related to Compulabs-Cloud Products and Services); ensuring that materials posted on your Affiliate Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

b. We have the right in our sole discretion to monitor signups through your Affiliate Site from time to time to determine if you are in compliance with the terms of this Agreement. If you are not in compliance, we may terminate your participation in the Affiliate Program effective immediately.

11. Compulabs-Cloud Responsibilities

We will provide all of the information necessary for you to make Links from your Affiliate Site to our site. Compulabs-Cloud will be solely responsible for order processing (including payment processing, cancellations, and refunds) for orders for Compulabs-Cloud Products and Services placed by a Referred Customer, for tracking the volume and amount of Qualified Purchases generated by your Affiliate Site, for providing information to Affiliates regarding Qualified Purchase statistics, and for providing

Referred Customers with the services purchased.

12. Policies and Pricing

Referred Customers who buy Compulabs-Cloud Products and Services through our affiliate network are deemed to be Compulabs-Cloud customers. Compulabs-Cloud's Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, Compulabs-Cloud determines the prices to be charged for Compulabs-Cloud Products and Services sold through the affiliate network in accordance with our own pricing policies. Prices and availability of Compulabs-Cloud Products and Services may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that you have listed on your Affiliate Site, you may or may not be able to include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of any particular Compulabs-Cloud Product or Service.

13. Emails and Publicity

You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages without Compulabs-Cloud's prior written consent, to be granted or denied in Compulabs-Cloud's sole discretion, in each instance. Additionally, you may only send emails containing a Compulabs-Cloud affiliate link and or a message regarding Compulabs-Cloud or the Affiliate Program to people who have previously consented to receiving such communications from you. Your failure to abide by this Section 14, the CAN-SPAM Act of 2003, our [Email Policy](#), and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any Commission Fees and the termination of your participation in the Affiliate Program. Further, if your account has excessive clicks in a very short period of time as determined by Compulabs-Cloud in its sole discretion, the Affiliate relationship may be terminated.

14. IP Licenses and Use

a. Subject to the limitations set forth in this Agreement, including Section 3, we grant you a non-exclusive, non-transferable, non-assignable, revocable license to (i) provide access to Compulabs-Cloud's website through the Links solely in accordance with the terms of this Agreement; and (ii) use Compulabs-Cloud's IP for the sole purpose of promoting Compulabs-Cloud's Products and Services on your Affiliate Site. You may not alter, modify, or change Compulabs-Cloud's IP in any way or use Compulabs-Cloud's IP in any manner that is disparaging or that otherwise portrays Compulabs-Cloud, any Compulabs-Cloud employee, representative or customer in a negative light. You are only entitled to use Compulabs-Cloud's IP in compliance with the terms of this Agreement. Your license to use Compulabs-Cloud's IP shall immediately terminate upon the termination of your participation in the Affiliate Program for any reason. We reserve all of our rights in Compulabs-Cloud's IP and your license to use Compulabs-Cloud's IP is limited to the manner described herein. Compulabs-Cloud may review the Affiliate Site to ensure compliance with this Agreement at any time.

b. You grant to us a non-exclusive license to utilize your name, title, trademarks, and logos (the "Affiliate Trademarks") in any advertisement or other materials used to promote Compulabs-Cloud and the Affiliate Program. For the avoidance of doubt, Compulabs-Cloud may, but is not obligated to use the Affiliate Trademarks at its sole discretion. This license shall terminate upon the termination of your participation in the Affiliate Program.

15. Term and Termination

a. The terms of this Agreement are effective upon your submission of an application to the Affiliate Program and shall remain in effect until either party terminates your participation in the Affiliate Program (the "Term"). Your participation in the Affiliate Program may be terminated at any time by either party, with or without notice or cause.

b. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term. Commission Fees earned prior to the date of termination will be eligible for Commission Fees only if the orders for the related Compulabs-Cloud Products and Services are not cancelled within (30) days and comply with all of the terms of this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Compulabs-Cloud in its sole discretion.

c. Any Affiliate who violates this Agreement, Compulabs-Cloud's [Terms of Service](#), or any applicable law or regulation will immediately forfeit any right to any and all accrued, but not yet received, Commission Fees and will be immediately removed from the Affiliate Program.

d. Compulabs-Cloud reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Compulabs-Cloud's sole discretion.

16. Modification

We may modify this Agreement at any time in our sole discretion; provided that the change shall solely apply to events occurring after the date on which you accept and agree to such modifications unless you otherwise agree herein. Such modifications shall take effect when posted on our website. Modifications may include, but are not limited to, changes in the scope of available Commission Fees, commission amounts or percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement, in which event you shall be entitled to your rights under the unmodified Agreement prior to the date of the applicable modification. Your continued participation in the Affiliate Program following our posting of any modification on our website will constitute binding acceptance of the change.

17. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or any Compulabs-Cloud Products and Services sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

18. Relationship of Parties

You and Compulabs-Cloud are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Affiliate Site or otherwise, that contradicts anything in this section.

19. Representation and Warranties

You hereby represent and warrant to us as follows:

- a. You have reviewed and understand this Agreement and agree to be bound by its terms.
- b. Your acceptance of this Agreement and participation in the Affiliate Program will not violate (I) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgement, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- c. You are the sole and exclusive owner of the Affiliate Trademarks and have the power to grant to Compulabs-Cloud the license to use such marks in the manner contemplated herein, and such grant will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any third person or entity.
- d. You are not required to obtain consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party in connection with your entrance into this Agreement.
- e. There is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the Affiliate Trademarks, and, to the best of your knowledge, there is no basis for any such

claim, action, or proceeding.

f. During the Term, you will not include in your Affiliate Site content that is, in our opinion, unlawful, harmful, threatening,

defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of our [Terms and Conditions](#) or [Acceptable Use Policy](#).

g. You are at least eighteen (18) years of age.

h. Each Referred Customer is valid, genuine, and unique and meets the criteria of a Qualified Purchase for generating a

Commission Fee as provided in this Agreement.

20. Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

21. Indemnification

You hereby agree to indemnify and hold harmless Compulabs-Cloud and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (I) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (III) any claim related to your Affiliate Site, including, without limitations, its development, operation, maintenance and content therein not attributable to us.

22. Confidentiality

Each of the parties hereto agrees that all information including, without limitations, the terms of this Agreement, business and financial information, Compulabs-Cloud customer and vendor lists, or pricing and sales information (including without limitation commission rates), shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully

known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third part not under the obligation of confidentiality to the disclosure hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In the event of such disclosure, the receiving party shall give the disclosing party prior notice before releasing any information unless giving such notice is prohibited.

23. Independent Investigation

You understand that we may at any time (directly or indirectly) solicit Compulabs-Cloud relationships on terms that may differ from those contained in this Agreement. We may also solicit relationships with entities that operate websites that are similar to or compete with your Affiliate Site. You have independently evaluated the desirability of participating in the Compulabs-Cloud Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

24. Miscellaneous

a. **Governing Law.** The laws of the State of Texas will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in the State of Texas and you irrevocably consent to the jurisdiction of such court.

b. **Binding Arbitration.** By participating in this Affiliate Program, you agree to binding arbitration for any disputes or claims that arise against Compulabs-Cloud or its subsidiaries in conjunction with this Affiliate Program. An arbitration firm selected by Compulabs-Cloud will be the sole and final arbitrator for any and all disputes or claims related or resulting from participation in this Affiliate Program. All decisions rendered are final. You also are responsible for any and all costs related to such arbitration.

c. **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

d. **Waiver.** Our failure to enforce your strict performance of any provision of this Agreement

will not constitute a waiver of our right to
subsequently enforce such a provision or any other provision of this Agreement.