

**VENGAR TECHNOLOGIES AFFILIATE PROGRAM AGREEMENT
PLEASE READ THE ENTIRE AGREEMENT.**

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

This Affiliate Program Agreement (“Agreement”) is between Vengar Technologies, LLC, a wholly owned subsidiary of Everything Blockchain Inc., a Delaware corporation whose principal address is 12574 Flagler Center Blvd Ste 101 Jacksonville, FL 32258 (the “Vendor”), and you or your company, organization, or entity (the “Affiliate”), (collectively, the “Parties”).

Please read the terms and conditions of this Agreement carefully before you join our program or begin marketing our program. Each Affiliate is responsible for assuring its employees, agents and contractors comply with this agreement.

To enroll in the Vendor’s Affiliate Program (the “Program”), Affiliate must complete and submit the online application. After receiving Affiliate’s application, Vendor will review Affiliates website and notify Affiliate of their acceptance or rejection into the Program within four (4) business days. Acceptance into the Program is at the sole discretion of the Vendor.

BY SUBMITTING THE ONLINE APPLICATION TO JOIN THE PROGRAM, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Definitions

1.1 “Vendor Solution” means the data protection service (“Service) and software (“Software”) (collectively “EB Control”) provided by Vendor for the secure delivery and storage of data. Vendor may modify or alter the EB Control Software or Services at any time in its sole discretion, without notice or notification.

1.2 “Vendor Marketing Materials” means marketing materials developed by or for the benefit of Vendor and used to market and promote the EB Control Software and Services. Vendor may modify or alter Vendor Marketing Materials at any time in its sole discretion, without notice or notification.

1.3 “Vendor Marks” means trademarks, service marks, logos, insignias, trade dress, brand assets and branded terms, and other designations proprietary to Vendor. Vendor may modify or alter Vendor Marks at any time in its sole discretion, without notice or notification.

1.4 “Confidential Information” has the meaning as defined in Section 6.1.

1.5 “Customer” means an end-user or third party who acquires Vendor’s EB Control for use (and not for re-sale) and agrees to a Subscription (as defined in Vendor’s [Terms of Service](#), which definition is hereby incorporated by reference into this Agreement) for EB Control.

1.6 “Derivative Work” means any work which uses, is based on, or incorporates the EB Control Software or Services or any part thereof, including, without limitation, translations, adaptations, condensations, improvements, updates, enhancements, or any other form in which the EB Control Software or Services or any part thereof may be recast, transformed, adapted, or revised.

1.7 “Intellectual Property Rights” means trade secrets, trade names, trademarks, logos, trade dress, copyrights, patents, proprietary information, know-how, processes, methodologies, designs, formulas, procedures, programs, methods, apparatuses, ideas, inventions, creations, improvements, works of authorship or other similar material, moral rights, publicity rights, privacy rights, and any and all other proprietary rights and any and all applications, registrations, renewals, extensions, and restorations thereof, now or hereafter in force and effect anywhere in the world.

1.8 “Person” means an individual, corporation, partnership, limited liability company, or other entity.

1.9 “Term” means the period of time commencing on the date of execution of this Agreement and continuing in full force and effect until terminated in accordance with this Agreement.

2. License Grants.

2.1 License. Subject to Affiliate’s compliance with all terms of this Agreement, Vendor hereby grants to Affiliate a revocable, non-transferable, worldwide, non-exclusive license during the Term to market, promote, display, and demonstrate EB Control solely for the purpose of promoting EB Control to Customers and potential Customers. Vendor grants no rights under this Agreement to Affiliate to sublicense, resell, or otherwise distribute or provide EB Control to Customers or third parties or for subsequent sublicensing, resale, or other distribution to end users or other distributors.

2.2 Vendor Trademark License. Subject to such written guidelines as may be periodically provided by Vendor to Affiliate, Vendor hereby grants to Affiliate a revocable, non-transferable, worldwide, non-exclusive license during the Term to use Vendor Marks solely for the purpose of promoting EB Control to Customers or potential Customers.

2.3 Quality Control. Any uses by Affiliate of EB Control, Vendor Marks, or Vendor Marketing Materials shall conform to all standards set by Vendor from time to time, and not be sold, used, distributed, or disclosed by Affiliate unless approved by Vendor. Affiliate acknowledges and agrees this Section constitutes a material term of this Agreement.

2.4 Misuse or Infringement. Affiliate will use its best efforts to notify Vendor promptly of any misuse or infringement of Vendor Intellectual Property Rights of which it becomes aware, and will cooperate with Vendor, where reasonably necessary, to protect Vendor Intellectual Property Rights against infringement. Any decision to take action against misuse or infringement will be entirely at Vendor’s discretion, and any damages recovered will be solely for Vendor.

2.5 Reservation of Rights. Vendor reserves all rights not expressly granted in this Agreement, and does not transfer any right, title, or interest to any Intellectual Property Rights contained in EB Control.

2.6 No Modifications. Affiliate shall not (i) alter, modify, adapt, translate, or create derivative works from the whole or any part of EB Control, Vendor Marks, or Vendor Marketing Materials; (ii) permit the whole or any part of EB Control to be merged, combined with, or otherwise incorporated into any other product; or (iii) copy, reverse engineer, disassemble, or otherwise attempt to derive the source code for EB Control or any part thereof, unless expressly permitted to do so herein.

2.7 Ownership. Affiliate acknowledges and agrees that Vendor maintains exclusive ownership of EB Control, Vendor Marks, and Vendor Marketing Materials, including all derivative works, updates, or modifications thereto, and all copies and all portions thereof. All goodwill arising with respect to the use of EB Control, Vendor Marks, and Vendor Marketing Materials shall inure to Vendor's exclusive benefit. Affiliate will not attack, question, or contest the validity of Vendor's ownership of Vendor's Intellectual Property Rights, both during the Term and thereafter. Affiliate will not remove, alter, or conceal any Vendor copyright or other proprietary notice displayed on EB Control, Vendor Marks, or Vendor Marketing Materials. Affiliate shall not use any language or display Vendor Intellectual Property Rights in such a way as to create the impression that Vendor's Intellectual Property Rights belong to Affiliate.

2.8 Feedback. Affiliate acknowledges and agrees that any suggestions, questions, comments, ideas, enhancement requests, recommendations, or other feedback provided by Affiliate relating to any aspect of EB Control, any of Vendor's products or services, any aspect of Vendor business, or in association with any of Vendor's related products, services, or business ("Feedback") is the exclusive property of Vendor, and may be used or exploited by Vendor without restriction, condition, or compensation of any kind to Affiliate. Affiliate hereby assigns and waives its rights in any Feedback.

3. OBLIGATIONS OF AFFILIATE.

3.1 Obligations as an Affiliate. Affiliate hereby agrees: (i) to use its best efforts to (a) promote EB Control to potential Customers; and (b) satisfy all reasonable criteria and policies given in writing to Affiliate by Vendor during the Term; (ii) to conduct business in a manner that reflects favorably at all times on EB Control, goodwill, and reputation of Vendor; (iii) not to use Vendor Intellectual Property Rights, except as authorized in this Agreement; (iv) to make such filings and take such actions as may be required to remain qualified to do business and perform its obligations hereunder under all applicable laws; (v) to perform its obligations under this Agreement in accordance with all applicable laws and regulations, including without limitation, privacy and anti-spam laws both within and outside the United States; (vi) to avoid deceptive, misleading, or unethical representations or practices that are or might be detrimental to Vendor or EB Control, including, but not limited to, distributing unsolicited marketing materials, or engaging in any activity that violates Vendor's [Acceptable Use Policy](#) (which is hereby incorporated by reference into this Agreement); (vii) to avoid activities or courses of action that may diminish or tarnish the image or reputation of any Vendor Mark during the Term or after, as determined solely by Vendor; (viii) not to bid on any keywords or phrases that include any Vendor Marks either in pay-per-click (PPC) or cost-per-acquisition (CPA) campaigns; (ix) not to create any domains, subdomains, or URLs using Vendor Marks; and (x) during the Term, not to represent or distribute any products that compete, directly or indirectly, with EB Control, as determined solely by Vendor.

3.2 Specific Affiliate Activities. Without limiting the generality of the obligations set out in Section 3.1, Affiliate will: (i) introduce potential Customers to Vendor, which may include sharing a referral link with such potential Customers; (ii) assist Vendor in following up with Customers and potential Customers to answer questions after an initial sales meeting; and (iii) to the extent reasonably requested by Vendor, assist during the negotiation process with potential Customers entering into a Subscription agreement.

3.3 Referral Tracking. Vendor shall provide Affiliate with a URL generated by Vendor's third-party provider for managing and tracking this Affiliate program (the "**Tracking Service Provider**"). Affiliate must register with the Tracking Service Provider and accept the Tracking Service Provider's Terms of Service and Privacy Policy in order to become an Affiliate and receive benefits. The Tracking Service Provider shall provide Affiliate with a referral link to share with potential Customers. The Tracking Service Provider shall track Customer Subscriptions via cookies placed on Customer's browser upon clicking the referral link. These cookies have a referral period of ninety (90) days, or such other period as may be determined in the sole discretion of Vendor or the Tracking Service Provider, (the "**Referral Period**"). Should a referral link be clicked more than once by a potential Customer, the Referral Period will reset with each click. Affiliate shall only receive payments, per Section 4, for referrals tracked via a Tracking Service Provider referral link that result in a Subscription during the Referral Period. It is Affiliate's responsibility to ensure that cookie use relating to this Section or this Agreement complies with applicable laws.

3.4 Attribution of Sales: The Parties agree that all sales generated by Affiliate's marketing efforts will be attributed to the Affiliate, subject to the terms and conditions set forth in this Agreement. In the event that the tracking solution used to track sales or referrals for the Affiliate breaks or malfunctions, or if the Customer obfuscates their digital footprint or takes other measures to prevent accurate tracking of their activity, the Affiliate shall not be entitled to receive any commission payments for such activity. The Vendor shall make reasonable efforts to resolve any issues with the tracking solution, but shall not be liable for any lost commissions resulting from such issues beyond its reasonable control.

3.5 Website Restrictions. Affiliate will only use the URL generated by Vendor's Tracking Service Provider without manipulation. Vendor reserves the right at any time to review Affiliates URL placement and links and require changes to comply with any guidelines that Vendor may have provided. All domains that use the provided URL must be listed in the Affiliate's profile. The Affiliate's website may not copy, resemble, or mirror Vendor's website in any form. The Affiliate will not engage in cookie stuffing, include pop-ups, false or misleading link on their website nor attempt to mask the referring URL information. Using redirects to bounce a click off a domain from which the click did not originate (cloaking) is prohibited. The Affiliate is solely responsible for their website and following all applicable intellectual property laws and other laws that may pertain to their site. The Affiliate under this Agreement may not display, reference or use in any form any trademark, logo or intellectual property from any third party appearing on Vendor's website unless Affiliate has obtained an independent license from the third party for display, reference or use of their trademarks, logos or intellectual property.

3.6 Advertising; Publicity; Social Media. Affiliate will not create, publish, or print any material that references Vendor's Program without receiving prior written approval from Vendor. All e-mail campaigns to promote Program by Affiliate must (i) abide by all applicable laws and regulations, including without limitation, privacy and anti-spam laws both within and outside the United States, (ii) be reviewed and approved by Vendor before being sent, and (iii) not infer or imply they originated or were sent by Vendor. Affiliate is permitted to use social media channels for promotion with following restrictions: (i) Affiliate will not post any Affiliate links on any of the Vendor's social media or company pages; (ii) Affiliate will not

run any Facebook ads using any of the Vendor trademarked company names; (iii) Affiliate will not create any social media account that includes Vendor's trademarks in the page name or username.

4. COMMISSIONS AND FEES

4.1 Fees to Customer. Vendor shall directly bill Customer for EB Control ("Subscription Fee" or one time "Perpetual License Fee", collectively "Fees"). Vendor shall be responsible for collecting Fees. During the Term, Fees may change, as determined by Vendor in its sole discretion.

4.2 Payment to Affiliate. Vendor shall pay Affiliate thirty percent (30%) of the Net Fees actually received by Vendor from a new Customer for EB Control referred by Affiliate and tracked, per Section 3.3 ("Affiliate Commission"). For the purposes of this Agreement, "Net Fees" shall mean the aggregate amount of Fees actually received by Vendor from Customer, less any refunds to any such Customer for Subscription cancellation and any applicable taxes. Payments to Affiliate shall be calculated and made by Vendor sixty (60) days from the date on which the referred new Customer begins a Subscription or purchased a Perpetual License to Vendor's EB Control, with each payment for subsequent Subscription Fees to be made within 30 days of the end of the month in which such Subscription Fee was received. If the referred new Customer cancels their Subscription within the first 60 days, no Affiliate Commission shall be awarded. Affiliate Commissions shall be paid only for the first twenty-four (24) months of a referred new Customer's Subscription and only once for Perpetual License purchase. The Vendor reserves the right to change any aspect of Affiliate compensation, including but not limited to, commission rates, payment dates, and duration of payments, at any time for any reason. Vendor will use commercially reasonable efforts to notify Affiliate of planned compensation changes no sooner than sixty (60) days prior to their implementation date. Electing not to terminate this Agreement in accordance with Section 5.3 indicates Affiliate's acceptance of any and all new, updated, or modified compensation provisions.

4.3 Affiliate Commission Adjustments. If a Customer's Subscription is terminated or the amount to be received by Vendor under the Subscription changes, the Affiliate Commission calculation in Section 4.2 shall be determined based on the final contract value actually received by Vendor. If the Affiliate Commission is paid before a Subscription downgrade or termination, Vendor reserves the right to claim any excess amount paid by Vendor to Affiliate or to deduct such excess amount from the next payment to Affiliate. Should a Customer referred by Affiliate cancel their Subscription to the Services, Vendor shall pay Affiliate Commission only through the final month of Customer's active Subscription, in accordance with the applicable terms of section 4.2. To be eligible for an Affiliate Commission, Customer must have never previously entered into a Subscription agreement with Vendor.

4.4 No Expenses; Taxes. Except as expressly set forth herein, each party shall be responsible for any and all costs and expenses incurred by such party in connection with its performance hereunder. Affiliate will be responsible for any sales, use, or other taxes (other than taxes based on Vendor's net income), and payment processing fees that may arise in connection with Affiliate's performance under this Agreement.

4.5 Currency. Affiliate may have the option of selecting a local currency by which to receive an Affiliate Commission. Available currency options and distribution thereof are managed entirely by Tracking Service Provider. Vendor disclaims all liability in this area, including but not limited to, fluctuations in exchange from United States Dollars to any other currency.

4.6 No Guarantee. Affiliate acknowledges and agrees that Vendor makes no representation or guarantee of any kind regarding revenue, business, profit, or Customers under this Agreement.

5. Termination.

5.1 Breach. This Agreement may be terminated immediately by either party by written notice of termination if the other party breaches this Agreement and fails to remedy the breach within 30 days after receipt of written notice. Notwithstanding the foregoing: (i) either party may terminate this Agreement immediately upon written notice to the other party if the other party infringes the Intellectual Property Rights of the party electing to terminate this Agreement or breaches the confidentiality provisions of this Agreement, and (ii) Vendor may terminate this Agreement immediately upon written notice to Affiliate in the event Affiliate breaches Section 2.3.

5.2 Cessation of Business or Insolvency. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement immediately by providing written notice to the other if: (i) the other ceases to carry on its business, or otherwise terminates its business operations, except as a result of a permitted assignment of this Agreement; or (ii) the other becomes insolvent, admits in writing its inability to pay debts as they mature, or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within sixty (60) days).

5.3 Affiliate Cancellation. Affiliate may terminate this Agreement at any time and for any reason by providing Vendor with at least thirty (30) days written notice of Affiliate's intention to terminate the Agreement. During the final thirty (30) days of the Agreement, Affiliate shall continue to receive any Affiliate Commission or other benefits owed and shall have the right to continue to refer Customers through the end of the thirty (30) day notice period. All benefits, including Affiliate Commissions, shall cease immediately upon termination. Notwithstanding, Vendor shall pay one Affiliate Commission for each qualifying Customer referred during Affiliate's final thirty (30) days, within ninety (90) days of the Agreement's termination date, per section 5.5.

5.4 Vendor Modification; Cancellation. Vendor may modify or terminate this Agreement at any time and for any reason, including but not limited to, cancelling this Affiliate program, by providing thirty (30) days written notice to Affiliate. Modification may include but are not limited to, changes in payment procedures, commission rates, and Program rules. Affiliate shall receive outstanding Affiliate Commissions that originate from Customer Subscriptions or Perpetual License purchases entered into prior to receiving the termination notice, and during the final thirty (30) days of the Agreement, but otherwise Vendor will have no liability related to such termination. Affiliate agrees to follow all instructions that may be provided in any termination notice. All benefits, including Affiliate Commissions, shall cease immediately upon termination. Notwithstanding, Vendor shall pay one Affiliate Commission for each qualifying Customer referred during Affiliate's final thirty (30) days, within ninety (90) days of the Agreement's termination date, per section 5.5.

5.5 Return of Materials. Upon termination or expiration of this Agreement, Affiliate will immediately return, or (at Vendor's request) destroy, all Vendor Marketing Materials and Confidential Information in its possession or control, and, upon Vendor's request, an officer of Affiliate will certify to Vendor in writing that Affiliate has done so. Vendor will pay all outstanding amounts owed to Affiliate within ninety (90) days of Agreement termination or expiration.

5.6 Survival. The terms and conditions of Sections 1 (Definitions), 2.5 (Reservation of Rights), 2.6 (No Modifications), 2.7 (Ownership), 4.4 (No Expenses; Taxes), 5 (Termination), 6 (Confidentiality), 7 (Warranties), 8 (Indemnification), 9 (Limitation of Liability), and 10 (Miscellaneous), and any right of action for breach of this Agreement that may have arisen prior to termination or expiration, shall survive any termination or expiration of this Agreement.

6. CONFIDENTIALITY.

6.1 Definition of Confidential Information. For this Agreement, "Confidential Information" mean any non-public technical or business information of the Vendor including, without limitation, any information relating to the Vendor's techniques; schematics; designs; contracts; financial information; sales and marketing plans; business plans; clients; client data; business affairs; operations; strategies; inventions; methodologies; technologies; Software; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products; and/or services ("Confidential Information"). Confidential Information shall include all non-public information furnished, disclosed, or transmitted regardless of form. Furthermore, Confidential Information shall include any information designated by a Party to be Confidential Information, having placed the other Party on notice. A party disclosing information is a Disclosing Party. A party receiving information is a Receiving Party.

6.2 Restrictions on Use and Disclosure. The Receiving Party shall keep all Confidential Information received from the Disclosing Party strictly confidential during the Term and for a period of two (2) years after the expiration or termination of this Agreement. Receiving Party shall preserve and protect Confidential Information from disclosure by exercising the same degree of care that it exercises to preserve and protect its own Confidential Information, but in no case less than reasonable care. The Receiving Party shall not disclose any of the Confidential Information to any Person unless written permission is granted by the Disclosing Party, except that the Receiving Party may provide access to the Confidential Information to those of its directors, officers, employees, and professional advisors who need such access for the purposes of this Agreement, provided the Receiving Party uses its best commercial efforts to ensure that all such persons adhere to the terms of this Agreement. Neither party shall use, sell, license, lease, or otherwise allow third parties to use the Confidential Information of the other party, in any way, for its own or any third party's benefit.

6.3 Exclusions. Notwithstanding the provisions of Section 6.1, Confidential Information shall not include any information that, as established by competent evidence: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by a Party prior to disclosure by the other Party; (c) was independently developed by a Party or its Representatives without reference to the Confidential Information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction, provided, however, that the Disclosing Party and its Representatives shall provide the other Party prompt prior written notice of such requirement, shall consult with and assist the other Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which, having been advised by written opinion of counsel, is legally required to be disclosed, and shall use its best efforts to obtain assurance that confidential treatment of such information continues, notwithstanding whether or not the protective order is obtained or if the other Party waives protection of such information, implicitly or expressly.

6.4 Survival. The obligations of confidentiality set forth in Section 6 shall continue in full force and effect

until each party supplies the other party with the last item of Confidential Information and for five (5) years thereafter; provided, however, that as to any Confidential Information that constitutes a “trade secret” under applicable law, the obligations of confidentiality contained herein shall continue for so long as permitted under applicable law.

6.5 Breach of Confidentiality. If the provisions of Section 6 are breached, each party acknowledges that the other will suffer irreparable harm and that monetary damages will be an insufficient remedy. Consequently, the injured party shall be entitled to seek injunctive relief or other similar action. The remedy hereunder shall not preclude any other remedies available, at law or at equity, to the injured party.

6.6 Publicity. Neither party shall publicly disclose the contents of this Agreement without the prior written consent of the other party, unless required by law.

7. WARRANTIES.

7.1 Mutual Representations and Warranties. Each party represents and warrants that: (i) it has the full corporate right, power, and authority to enter into this Agreement and perform its obligations hereunder; (ii) when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation enforceable against it in accordance with its terms; and (iii) it will comply with all applicable laws, regulations, and orders of any governmental authority of competent jurisdiction in its performance of this Agreement.

7.2 Affiliate Representations and Warranties. Affiliate warrants to Vendor that: (i) Affiliate has all consents, permissions, or licenses necessary to perform its obligations under this Agreement, and (ii) Affiliate shall make no representations or warranties with respect to the EB Control except as expressly permitted in this Agreement and Vendor’s Terms of Service and shall not alter or enlarge such representations or warranties.

7.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT EITHER PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

8. INDEMNIFICATION.

8.1 Vendor Indemnity. Vendor hereby agrees to defend, indemnify, and hold harmless Affiliate and its officers, directors, shareholders, employees, and consultants (collectively, the “Affiliate Indemnified Parties”) from any and all damages finally awarded by a court of competent jurisdiction without appeal or settlement amount that may be incurred by Affiliate Indemnified Parties as a result of any third party claim that Vendor’s intellectual property as used in accordance with the terms of this Agreement violated the Intellectual Property Rights of said third party, provided that (i) Affiliate notifies Vendor promptly in writing of the claim; (ii) the violation is not due to Affiliate’s misuse of the Services, failure to implement, or properly implement, a solution provided by Vendor, or combining of the Services with other products, services, or technologies; (iii) Vendor has sole control of the defense and all related settlement

negotiations; (iv) Affiliate provides Vendor with all reasonable assistance, information, and authority to defend and/or settle the claim; and (v) Affiliate has not breached any term of the Agreement. Notwithstanding the foregoing, Affiliate may participate in the defense and any settlement discussions and will have the right to approve any settlement agreement purporting to bind Affiliate.

8.2 Affiliate Indemnity. Affiliate hereby agrees to indemnify, defend, and hold harmless Vendor and its officers, directors, shareholders, employees, and consultants (collectively, the “Vendor Indemnified Parties”) from any and all liability, loss, damages, costs, and fees (including, without limitation, attorneys’ fees) that may be incurred by Vendor Indemnified Parties as a result of any claim arising from or related to (i) Affiliate’s breach of any of its representations, warranties, or covenants set forth in this Agreement; (ii) Affiliate’s negligence or willful misconduct; or (iii) Affiliate’s violation of any third party Intellectual Property Right. Vendor may participate in the defense and any settlement discussions and will have the right to approve any settlement agreement purporting to bind Vendor.

8.3 THE FOREGOING SETS FORTH EACH PARTY’S EXCLUSIVE OBLIGATION WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

9. LIMITATION OF LIABILITY.

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INSURERS, LICENSORS, AND SERVICE PROVIDERS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, WARRANTY, AND NEGLIGENCE, AND WHETHER OR NOT SUCH PERSON WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. VENDOR’S AGGREGATE LIABILITY TO AFFILIATE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF AFFILIATE COMMISSION OWED TO AFFILIATE WITHIN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIM(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE DEFENSE AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT OR FOR ANY BREACH OF SECTIONS 2 OR 6.

10. MISCELLANEOUS.

10.1 Relationship of Parties. The parties hereto expressly understand and agree that each party is an independent contractor under this Agreement and this Agreement will not create any relationship of agency, partnership, joint venture, or any similar relationship between the parties. Neither party, nor its agents or employees, are the representatives of the other party for any purpose, and neither party has the power or authority to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

10.2 Assignment. Affiliate may not assign this Agreement or delegate any of its rights or obligations hereunder, in whole or in part, without Vendor’s prior written consent. Any attempt to assign or delegate any of its rights or obligations under this Agreement without such consent will be null and void. Subject

to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

10.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as it may be enacted in the applicable jurisdiction will not apply to this Agreement. The parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions must be filed within two years after such claim or cause of action arose or be forever barred. If either party employs attorneys to enforce any rights arising out of or related to these terms and conditions, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.

10.4 Export Laws. Affiliate affirmatively acknowledges and understands that Vendor's Software and Services, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Affiliate will comply with all such regulations.

10.5 Dispute Resolution. All or any dispute, controversy, or claim (collectively, any "Dispute") arising between the Parties relating to or arising in connection with this Agreement shall be settled amicably by mutual discussion, failing which the same shall be submitted to and settled by binding arbitration in the Jacksonville, Florida office of the American Arbitration Association ("AAA"), or the office nearest in proximity to Jacksonville, Florida, conducted pursuant to the procedural rules then in effect by the AAA, before three (3) neutral arbitrators licensed to practice law for at least eight (8) years and familiar with the relevant area of law of the dispute (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered in any Dispute shall be final and conclusive upon the parties to the arbitration, and the judgment thereon may be entered in the highest court of the forum (state or federal) having jurisdiction over the issues addressed in the arbitration. The administration fees and expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its/his/her own experts, evidence and attorney's fees. In the discretion of the arbitrators, any award may include the cost of a party's counsel and/or its share of the expense of arbitration, if the arbitrators expressly determine that an award of such costs is appropriate to the party whose position prevails in such arbitration. To submit a matter to arbitration, the party seeking redress ("Claimant") shall notify in writing the party against whom such redress is sought ("Respondent"), describe the nature of such claim, the provision of this Agreement that has been violated by the Respondent and the material facts surrounding such claim. At any arbitration hearing, each of the parties shall have the right to make both written and oral presentations to the arbitrators. Within thirty (30) days of the conclusion of such arbitration hearing, the arbitrators shall render a single written decision. The decision of the arbitrators shall be binding upon the Claimant and Respondent, and after the completion of such arbitration, the Claimant and Respondent may only institute litigation regarding the Dispute for the sole purpose of enforcing the determination of the arbitration hearing. By agreeing to arbitration under this Section, the Vendor and Affiliate understand that they are each waiving any right to a trial by jury and that each party makes that waiver knowingly and voluntarily with full consideration of the ramifications of such waiver.

10.6 Force Majeure. Under this agreement neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes,

material shortages, or fuel crises, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

10.7 Notices. Except as otherwise expressly authorized in this Agreement, any notice or communication required or permitted to be given under this Agreement will be in writing by an authorized representative and delivered by email, by confirmed facsimile transmission, by courier or overnight delivery service with written verification of receipt, or by registered or certified mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. All such notices, approvals, consents and other communications will be sent to the addresses and names as set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Notice shall be considered to have been received five (5) days after sending date if by registered mail, courier, or express delivery service, or email.

10.8 Heading; Waiver; Severability. Titles or headings to the sections of this Agreement are not part of the terms of this Agreement and are inserted only for convenience. A party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

10.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, including, without limitation, the terms of any purchase order. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of both parties. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party.