

CLEVERBRIDGE AFFILIATE PROGRAM

MEMBERSHIP AGREEMENT

THIS CLEVERBRIDGE AFFILIATE AGREEMENT (this "**Agreement**") is entered into by and between **CLEVERBRIDGE AG**, with its principal place of business at Aachener Strasse 209, 50931 Cologne, Germany ("**cleverbridge**") and You, the Affiliate ("**Affiliate**").

RECITALS

WHEREAS, cleverbridge has developed and operates a service that offers You incentives for placing links on your website pointing to cleverbridge's Client's website; and

WHEREAS, You must accept this Agreement in full, by clicking on the "Join cleverbridge Affiliate Program" button on the cleverbridge.com website, to become an Affiliate; and

WHEREAS, You may not use this service if you do not accept the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS. The following capitalized terms will have the meanings ascribed to them below.

1.1 "Affiliate" means You, those person or entities who place links on their website promoting cleverbridge's Client's products.

1.2 "Affiliate Payments" means commission earned for successfully completed, valid Orders of Client products

1.3 "cleverbridge Affiliate Program" means the affiliate marketing program outlined in this Agreement.

1.4 "cleverbridge" means cleverbridge AG, a German Stock Corporation.

1.5 "Client" means the seller of products that the Affiliate wishes to promote through the Affiliate's Website

1.6 "Client Marks" means the name, trademarks, service marks, trade names, logos and other designation of origin of Client.

1.7 "Client Product" means the Client Software and any additional products or services that cleverbridge resells for Client.

1.8 "Client Software" means the computer software programs of Client.

1.9 "Customer" means an individual or entity that purchases Client Products from cleverbridge.

1.10 "Order" means an order of a Client Product by a Customer through the cleverbridge Online Store.

1.11 "Referral Links" means a link that You have added to a Website, email or other electronic location and that contains your specific appropriate cleverbridge provided tracking information.

1.12 "Sale" means the purchase of a Client's products or services by a Customer who was referred through one of your Referral Links.

2. THE SERVICE

2.1 Link Placement. The Affiliate is allowed to place Referral Links on his website or within electronic mail to the websites of Clients who choose to participate in the cleverbridge Affiliate Program and who approve of the Affiliate's participation. The Affiliate may not place Referral Links in newsgroup, on message boards, in unsolicited email or any other inappropriate locations. The Affiliate also may not place links that intentionally or unintentionally mislead the Customer.

2.2 Amendment. cleverbridge reserves the right to modify, change or terminate cleverbridge's service at any time. The Affiliate will be notified of any such change via email or by announcement of such on the cleverbridge website. If the Affiliate does not agree to the changes, the Affiliate must remove and cease using any links referring to Client's website in conjunction with this Agreement.

3. OBLIGATIONS OF THE AFFILIATE

3.1 Affiliate Content. The Affiliate is solely responsible for the content where Referral Links are placed and shall conform to all applicable laws and regulations at all times.

3.2 Minimum Age. The Affiliate is a natural person 18 years of age or older.

3.3 Correct Information. The Affiliate warrants that the information provided is accurate and true when agreeing to join the cleverbridge Affiliate Program. The Affiliate is responsible for notifying cleverbridge if any information changes during the term of this Agreement.

3.4 Artificial Traffic. The Affiliate may not generate or contribute to the generation of Artificial Traffic.

4. OBLIGATIONS OF CLEVERBRIDGE

4.1 Monitor Traffic. cleverbridge monitors and accounts for Orders generated by the Affiliate's Referral Links.

4.2 Referral Payments. cleverbridge will collect and pay to the Affiliate all amounts due as a result of this Agreement.

5. REMUNERATION

5.1 Successful Sales. cleverbridge, in its sole discretion, shall determine which Orders placed are valid Orders and subject to the Affiliate receiving a commission.

5.2 Commission. The commission that You are due is based upon the commission rate that the Client offers to you multiplied by price of the Client Product that you link within the Referral Link. The Commission amount shall not include any products or services that are not included as a part of the Client Product. This includes any additional monies collected that are calculated based upon the sale and delivery of the product, such as VAT, sales tax, shipping, handling or other such fees.

5.3 Payment Timing. Payments are made once a month by cleverbridge and are made in arrears once You have accrued at least \$/€ 100 of Affiliate Payments. If You do not have at least \$/€ 100 of Affiliate Payments accrued, then we will hold that amount in your account until such month that you do have sufficient Affiliate Payments to be due a Referral Payment.

5.4 Payment Service. Any Referral Payment made to You is actually made on behalf of the Client and cleverbridge is only acting as a service provider for such payment. This payment does not create an ongoing relationship between cleverbridge and You, nor does cleverbridge have any ongoing obligations.

5.5 Chargebacks. You understand that Chargebacks may occur up to six (6) months after a successfully referred Order. As such, You may receive an Affiliate Payment including commission that was generated for an Order that results in a Chargeback. Therefore, we will deduct future commissions against the owed amount.

6. LIMITS ON CLEVERBRIDGE LIABILITY

6.1 Service Warranty. cleverbridge can not warrant or guarantee the performance of cleverbridge's service or the links to any linked websites.

6.2 Negligence. cleverbridge can not be held liable for costs or damages incurred by the Affiliate arising out of this Agreement unless caused directly by the negligence of cleverbridge in providing its service.

6.3 Fulfilled Obligations. cleverbridge shall not be liable if companies,

who are offering their Client Products through the cleverbridge Affiliate Program, do not fulfill any obligations that they may make directly with the Affiliate.

7. TERM AND TERMINATION

7.1 Acceptance. This Agreement will become valid upon Your acceptance of the "Join cleverbridge Affiliate Program" button. You also agree that you have read the Terms of this Agreement.

7.2 Termination. The Affiliate may cancel this Agreement at anytime with immediate effect. The Affiliate must cease to use the service and agrees to remove any Referral Links that are used.

8. INDEMNITY

8.1 Distribution to Certain Countries. cleverbridge shall use reasonable efforts to avoid the distribution of Client Products to Restricted Countries. Client acknowledges and understands, however, that no one, including cleverbridge, can be certain of the ultimate destination of distributed Client Products and that cleverbridge's efforts to prevent distribution of Client Products to Restricted Countries might be circumvented. cleverbridge shall therefore have no liability hereunder for any inadvertent distribution of Client Products to Restricted Countries and Client furthermore acknowledges that Client is solely responsible to determine whether applicable export control laws limit or prohibit the distribution of a Client Product to any countries and to designate the appropriate Restricted Countries under this Agreement.

9. INDEMNIFICATION. Each party (the "**Indemnifying Party**") will, upon request of the other party (the "**Indemnified Party**") defend, indemnify, and hold the Indemnified Party, the Indemnified Party's affiliates, and their directors, officers, employees, agents, and customers harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including attorneys' fees, expert witness fees, and court costs) directly or indirectly arising from or relating to (a) any breach of or inaccuracy in any representations or warranties made by the Indemnifying Party in this Agreement; and (b), if cleverbridge is the Indemnified Party and Client the Indemnifying Party, any product liability attributable to the Client Products under any applicable jurisdiction worldwide. The obligation to defend the Indemnified Party is conditioned upon the Indemnified Party notifying the Indemnifying Party promptly in writing of any covered action, giving the Indemnifying Party sole control over the defense thereof, and cooperating and, at the Indemnifying Party's request and expense, assisting in such defense.

10. GENERAL

10.1 Notice. Any notice, approval, authorization, consent, or other communication required or permitted to be delivered to either Party under this Agreement must be in writing and will be deemed properly delivered and given on receipt (or when delivery is refused) if delivered (a) by hand, or (b) by courier or express delivery service, or (c) by facsimile (with a copy sent by postage prepaid

first-class mail) to the address or facsimile number set forth beneath the name of such Party below (or to such other address or facsimile number as such Party may have specified in a written notice to the other Party):

If to cleverbridge, to:
cleverbridge AG
Aachener Strasse 209
50931 Cologne, Germany
Attention: cleverbridge Affiliate Program
Fax : +49 221 - 355 044 - 19

10.2 Governing Law. This Agreement will be construed in accordance with and governed in all respects by the laws, and in the venue, of Germany. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.3 Assignment. You may not assign or transfer any of Your rights under this Agreement or delegate any of Your obligations or duties under this Agreement without cleverbridge's prior written consent. Any attempted assignment or delegation without such consent will be null and void.

10.4 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.5 Independent Contractors. This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the Parties except that of independent contractors.

10.6 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" are intended to refer to sections of this Agreement. With respect to services, the terms "distribute" or "distribution" in this Agreement means to procure for the Client a services contract directly with the Customer, under which the Client or cleverbridge as set forth in **Exhibit A** shall perform such services for the Customer.

10.7 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is the result of an Act of God (e.g. fire, flood, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; governmental acts, orders or restrictions; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party

has exercised all reasonable efforts to avoid or remedy such force majeure, then the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.8 Entire Agreement. This Agreement contains the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, communications, and understandings between the Parties (whether written or oral) relating to the subject matter hereof.