

Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to any individual's or entity's participation in the Datagenn Affiliate Program (the "Program"). As used in this Agreement, "Datagenn" means Datagenn Software Ltd., and "you" means the Affiliate Program applicant or participant. This Affiliate Program Agreement (the "Agreement") is made by and agreed to between Datagenn Software Ltd ("Datagenn"), and you ("you"), the Affiliate Program applicant or participant.

1. Affiliate Partner Program Enrollment

To become an Datagenn Affiliate Partner, you must complete and submit a Affiliate Program application. After approval for an Affiliate Program account, you will be supplied with unique Partner information that must be used in accordance with our guidelines. Your application may be reviewed within 48 hours, and at that time Datagenn may reject the application if in our sole discretion your site is unsuitable for our Partner Program.

If at anytime it is determined that a site or previously approved partner has become unsuitable for our Affiliate Partner Program, Datagenn reserves the right to, and will terminate this agreement in its sole discretion.

No one is eligible to join the Affiliate Partner Program in order to receive a commission on Software purchased by them.

2. Linking to Datagenn Web Site

During the term of this agreement you may link to Datagenn's web site only as specifically outlined below in order to earn commissions. Datagenn will provide you with properly formatted code for use when linking to our site. To allow accurate tracking and commission reporting, Datagenn will provide you with a special link formatted for your specific registration. It is your responsibility to ensure that each of these links utilizes the format provided and conforms to our guidelines for accurate tracking.

3. Use of Links

All links must be placed by you in such a manner that it is unlikely to mislead a visitor, and that it is reasonably likely that the links will deliver bona fide clicks by the visitor to the Datagenn web site from the link provided. You shall not in any manner cause a sale or click to be made that is not in good faith. You may not place links to the Datagenn web site in any indiscriminate advertising, through unsolicited e-mail or spam, or in chatrooms, guestbooks, or IRC channels.

4. Affiliate Promotions

You may not use promotions that contain misleading or objectionable content or content that is libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities.

5. Tracking and Reporting

Datagenn shall provide you with access to tracking, reporting and general support services during the term of this agreement. Transaction details are provided on a "real-time" basis whenever possible, but there may be at times transaction reporting delays.

6. Order Processing

Datagenn or PayPal or Clickbank, depending upon which affiliate program is applicable, will process service orders placed by customers who follow links from your website. Datagenn will be responsible for all aspects of order processing and fulfillment, including but not limited to processing payments and handling all customer service issues. Datagenn reserves the right to reject new customer accounts that do not comply with any requirements that Datagenn may establish. Datagenn also reserves the right to reject new customer accounts that match or are suspected to match you, your business entity, or its subsidiaries.

7. Affiliate Partner Commission Rate

You will be paid a commission as established for each specific product that is sold to third parties referred by you.

8. Payment Information

Payments are made by Datagenn two times during each month. Payments made by Clickbank will be made according to Clickbank's policy. For payments made by Datagenn, the following is applicable: if during the prior two week period you have earned at least \$100.00 in referral commissions, you will be paid or compensated as indicated during the application process. If the referral commission is less than \$100.00, Datagenn will hold payment until the total amount due is at least \$100.00 or this agreement is terminated. All payments are paid in U.S. dollars, and are made through PayPal or Clickbank, depending upon which affiliate program is applicable.

9. Privacy and Confidentiality

During the course of our relationship, Datagenn or you, may provide the other with information that is confidential and/or proprietary to that party or a third party, as is designated by the disclosing party to be "Confidential Information". The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality in order to

protect any proprietary interests of the disclosing party. "Confidential Information" shall not include information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this Agreement.

10. Proprietary Rights.

a. Upon your acceptance to the program, Datagenn is granting to you the right to display and link to the Datagenn Website or Web site content in accordance with the Program terms for the limited purposes of promoting Datagenn. Your use of the link indicates your agreement not to copy or modify any icons, buttons, banners, graphics files or content contained in the link, including but not limited to refraining from removing or altering any copyright or trademark notices.

b. Datagenn owns all rights in and to all information regarding the visitors that you refer to Datagenn.

c. You authorize Datagenn to utilize your trademarks, service marks, trade names, and/or copyrighted material that you provide to Datagenn through your account to promote your participation in this affiliate program.

d. Your use of the Datagenn website and your use of any Datagenn trademarks, service marks, trade names, and/or URLs is subject our Terms of Service. You explicitly agree not to adopt or use in any manner any trademarks, service marks, trade names, and/or URLs that are the same or confusingly similar to, or are combined with, those of Datagenn.

e. You acknowledge that you obtain no proprietary rights in Datagenn's trademarks, service marks, trade names, URLs, copyrighted material, patents, and patent applications, and agree not to challenge any of Datagenn's proprietary rights.

11. Termination from Affiliate Partner Program

After you have been approved by Datagenn your account may be terminated if:

a. Any provision of this Agreement is violated by you.

b. After a reasonable amount of time affiliation has not earned any commissions or pay out, and after such termination Datagenn shall be entitled to retain the commissions earned if such commissions total less than \$100.00; or

c. For any reason in our sole discretion Datagenn feels that the affiliate relationship is not in our best interest.

12. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOTH PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS IN THE SOFTWARE; THAT EACH PARTY SHALL EMPLOY SUFFICIENT SECURITY METHODS; REGARDING TO CORRECTNESS, ACCURACY, OR RELIABILITY OF CONTENT, OR AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION" (WEB SITE) ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER.

13. Limitation of Liability

a. THE EXCLUSIVE REMEDIES AGAINST DATAGENN FOR ALL LOSS, LIABILITY, EXPENSE OR DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.

b. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DATAGENN SHALL IN NO EVENT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT; OR (II) DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF DATAGENN OR OMISSIONS OF ANY PERSON OTHER THAN DATAGENN; OR (III) DAMAGES OR LOST COMMISSIONS RELATING TO DATAGENN REFUSAL, INABILITY OR FAILURE TO PROVIDE OR IMPROPER PROVISION OF ANY SERVICES TO ANY CUSTOMER OR FOR ANY DELAYS IN THE PROVISION OF ANY SUCH SERVICES TO ANY CUSTOMER OR IN THE EVENT OF DISCONTINUATION OF ANY OR ALL OF THE SERVICES.

(c) THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND) OR OTHERWISE); AND WHETHER OR NOT DATAGENN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER THEY WERE OTHERWISE FORESEEABLE.

14. Compliance with Applicable Laws

You are responsible for compliance with the requirements of all relevant legislation in force or applicable in any applicable territory, and warrant that no promotion method

used by you or the content of your Web site(s) will render Datagenn liable in any manner whatsoever.

15. Indemnification

You shall defend, indemnify and hold Datagenn, its officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors, harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) incurred, claimed or sustained by third parties, including but not limited to Datagenn, directly or indirectly as a result of, among other things, your breach of this Agreement; your violation of any law, or an alleged violation of law; and your improper display of links. Should any Claim give rise to a duty of indemnification, Datagenn shall promptly notify you, and Datagenn shall be entitled, at its own expense, and upon reasonable notice to you, to participate in the defense of such claim. Participation in the defense shall not waive or reduce any of your obligations to indemnify or hold Datagenn harmless.

16. Assignment and Acknowledgement

Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, your consent shall not be required for assignment or transfer made by Datagenn (1) due to operation of law, or (2) to an entity that acquires substantially all of Datagenn's stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent).

Your use of the Datagenn service is acknowledgement by you that you have read, understood and agreed to each and every term and provision of this Agreement. Datagenn may establish from time to time additional or modified rules and regulations regarding this affiliate agreement, and you are responsible to abide by all such additions and modifications, and all such additions and modification are by reference incorporated herein.

17. Miscellaneous Provisions

a. Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf.

b. This agreement shall be governed by the laws Ireland, except for rules held invalid or unenforceable, and you and Datagenn each submit to the exclusive jurisdiction of the courts in Ireland.

c. Neither Datagenn or you shall be liable for reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, and explosions.

YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT, AND ARE LEGALLY AUTHORIZED TO ACT ON BEHALF OF YOURSELF, OR THE COMPANY OR ENTITY INDICATED IN YOUR AFFILIATE PROGRAM APPLICATION.

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