



11463 E. Dixon Lane
Hereford, AZ 85615-9041

Affiliate Agreement

This Affiliate Agreement (the "Agreement") is made between Geoffrey T. Bohrer DBA Arizoft Software, a sole proprietorship, referred to hereafter as ARIZOFT, and the Affiliate who accepts this agreement. Affiliate and ARIZOFT are the "parties" to this agreement.

I. Recitals

ARIZOFT creates, manufactures, and markets proprietary software products.

The Affiliate desires to market ARIZOFT's products to its Web audience base and other customers. In consideration of the premises and mutual covenants set forth in this agreement, it is agreed by and between ARIZOFT and Affiliate as follows.

II. Consideration

Affiliate agrees to use its best efforts to market ARIZOFT's products and ARIZOFT agrees to pay Affiliate sales commissions as specified below on products ordered via the Affiliate's web site by Affiliate.

III. Term

This agreement shall be in force until dissolved by one or the other party. Upon dissolution, ARIZOFT shall, within thirty days, render to the Affiliate an accounting of all sales within the current calendar month and remit payment of any owing commissions. The Affiliate shall, within thirty days, remove all reference to ARIZOFT products, and any hyperlinks leading to ARIZOFT pages, from its web site. ARIZOFT shall not be responsible for the payment of commissions on sales which occur after the date of dissolution of this agreement.

IV. Referral Fees

Advertising Affiliates: ARIZOFT shall pay Affiliate 20% of the retail sale price of any ARIZOFT product for all sales made via the Affiliate's assigned Affiliate URL and paid using the Affiliates's Arizoft catalog and shopping cart for the duration of this Agreement. The Affiliate must maintain an area of its site at least 600 x 200 pixels clearly identifiable as devoted to the sale of Arizoft products, with at least one link to the Affiliate's catalog entry page.

Linking Affiliates: ARIZOFT shall pay Affiliate 15% of the retail sale price of any ARIZOFT product for all sales made via the Affiliate's assigned Affiliate URL and paid using the Affiliates's Arizoft catalog and shopping cart for the duration of this Agreement. The Affiliate must maintain at least one text or graphical link clearly identifiable as devoted to the sale of Arizoft products, directed to the Affiliate's catalog entry page.

Commencement for payment purposes shall be the first of the month in which this agreement is executed and will be paid on a monthly basis. ARIZOFT shall provide to the Affiliate an accounting of all sales qualifying for commission payment in the previous month via email or surface mail by the 7th of each month. Commissions for the previous month shall be paid in US Dollars before the 15th of each month.

V. Affiliate's Restrictions

Affiliate accepts the above compensation program and agrees to utilize its best efforts in the sale of ARIZOFT's products in accordance with this agreement. Affiliate shall pay all of its own expenses including all expenses of sales personnel, sales organization, web site developers, and technical staff.

ARIZOFT is not responsible for any activity, content, or disputes associated with the Affiliate's web site. ARIZOFT will only be responsible for resolving disputes associated with specific transactions processed by ARIZOFT by users of the service.

Affiliate shall not upload to, or distribute or otherwise publish through the the web site upon which the link to the Affiliate's catalog page is located, any Content, which is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law. As ARIZOFT does not and cannot review every message posted by Affiliate, Affiliate shall remain solely responsible for the content of its messages.

If the affiliate is interested in using the ARIZOFT products for any other application besides marketing them to the Affiliate's web audience please contact us at sales@ARIZOFT.com for approval. If the content is inappropriate and breaks the law in any way, ARIZOFT.com has the right to deactivate the account without any prior notification.

If these operating rules or any future changes are not acceptable to you or cause you no longer to be in compliance with this agreement, you may remove yourself from this program by sending an email to sales@ARIZOFT.com.

VI. Marketing

A. Press Releases. ARIZOFT may issue a press release announcing the relationship contemplated by this Agreement as well as other press releases as may be mutually agreed to from time to time, unless the Affiliate shall specifically and in writing revoke such permission.

ARIZOFT shall have the right to include quotes from the Affiliate in ARIZOFT's press releases, unless the Affiliate shall specifically and in writing revoke such permission.

Affiliate Name. ARIZOFT may use the Affiliate's name and logo in press releases, brochures and similar marketing materials, financial reports and prospecti indicating that the Affiliate is a partner of ARIZOFT unless the Affiliate shall specifically and in writing revoke such permission.

B. ARIZOFT Name. Affiliate may use ARIZOFT's name and logo in press releases, product brochures, and similar marketing materials, financial reports and prospecti, unless ARIZOFT shall specifically and in writing revoke such permission.

VII. Indemnification

It is understood that Affiliate is an independent contractor, and not an employee, agent or legal representative of ARIZOFT. This agreement may not be interpreted to make Affiliate the agent or legal representative of ARIZOFT for any purpose whatsoever. Affiliate is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of ARIZOFT or to bind ARIZOFT, or its agents, employees or attorneys, in any manner or thing.

Affiliate covenants and agrees to indemnify ARIZOFT for any and all claims or judgments arising from actions of Affiliate or Affiliate's agents, employees, or attorneys that create an obligation or liability on the part of ARIZOFT other than as set forth in this agreement.

VIII. Termination

This agreement shall continue in force and govern all transactions and relations between the parties until canceled or terminated. Either party may cancel or terminate this agreement without cause provided the party desiring to terminate and cancel the agreement gives to the other reasonable notice thereof. Such notice shall be given in writing to Geoffrey T. Bohrer, 11463 E. Dixon Lane, Hereford, Arizona, 85615. Such cancellation or termination shall not in any way affect any bona fide order accepted by ARIZOFT.

If Affiliate terminates this agreement, Affiliate forfeits any additional payment of referral fees due to Affiliate. If ARIZOFT terminates this agreement, ARIZOFT shall continue to make all required payments. Regardless of which party terminates the agreement or the circumstances thereof, Affiliate agrees it is not entitled to any further or other compensation than is provided herein.

IX. Complete Agreement

This agreement contains the entire agreement and understanding of the parties, ARIZOFT and Affiliate with respect to the terms and conditions that apply to the Affiliate's participation in the ARIZOFT Affiliate program.

It fully supersedes any and all prior agreements or understandings, oral or written, between the parties pertaining to Affiliate's participation in the ARIZOFT Affiliate program. No alteration, amendment, or modification to this agreement shall be valid or binding upon ARIZOFT or Affiliate unless made in writing and signed by authorized representatives of each party.

Any notice or other communication required or permitted under this agreement to ARIZOFT or Affiliate will be considered to have been made or given on the date of mailing if sent certified mail, postage prepaid, addressed as provided in the addresses listed herein, or to such another address communicated in writing by ARIZOFT or Affiliate to the other party.

X. Trademarks

ARIZOFT and Affiliate agree that neither will use the trademarks or name of the other, or refer to this agreement, except as necessary or desirable in the promotion of the software products provided by ARIZOFT within the scope and authority as provided in this agreement

XI. Applicable Law

This agreement shall be interpreted, construed, and governed by the laws of the State of Arizona, and any applicable federal laws. Any disputes arising from this agreement shall be submitted to final and binding arbitration by and pursuant to the rules of the Superior Court of Cochise County, Arizona.

Accepted and Agreed

ARIZOFT and Affiliate accept, agree and execute this agreement by the act of the authorized representative of the Affiliate checking the box entitled "I agree to the terms of this agreement" and entering his or her name and the date of acceptance below: