

This Agreement describes the terms and conditions that apply to your participation in the Sterizon Affiliate Program (the "Affiliate Program"). As used in this Agreement, "you" means the individual or organization completing the Application referred to in Paragraph 1 below and "Sterizon" means Sterizon LLC. "Site" means a World Wide Web site and, depending on the context, refers either to Sterizon's Site, or to the Site, as identified in your Application, that you will link to the Sterizon Site.

### **1. Application Process**

In order to participate in the Affiliate Program, you must complete the Affiliate Program Application available on the Sterizon Site. We will evaluate the Application and you will automatically be accepted into the Affiliate Program unless we notify you that your Application has been rejected. We may accept or reject your Application in the exercise of our sole discretion for any reason.

### **2. Establishment of Links**

Once you have been accepted to participate in the Affiliate Program, you will have access to Sterizon graphic and textual links through the Sterizon Site (each of these links sometimes being referred to herein as a "Licensed Mark" or "Link") which you will prominently display on your Web Site. The Link will serve to identify you as a participant in the Affiliate Program and will establish a hypertext link from your Site to the Sterizon Site.

To permit accurate tracking, reporting and payment of commissions hereunder, you will have access to special "tagged" Link formats to be used in all Links between your Site and the Sterizon Site. You must ensure that each of the Links between your Site and the Sterizon Site properly use such special link formats ("Special Links"). You will only earn commissions with respect to activity on the Sterizon Site occurring directly through use of Special Links.

You are responsible for the accuracy and appropriateness of all materials posted on your Web Site, and for ensuring that materials posted on your Web Site do not include materials that are unlawful, harmful, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable, or include or promote sexually explicit or "adult" materials, violence or discrimination.

### **3. Limited License**

Subject to the terms and conditions of this Agreement, Sterizon hereby grants to you, for the term of this Agreement, a non-exclusive, non-transferable, revocable license to display the Licensed Marks solely in connection with providing a link from your Site to the Sterizon Site. You may not modify the Licensed Marks or Links in any way, and must follow any Sterizon instructions regarding their use, appearance and display.

Sterizon shall have the right to demand the withdrawal of the Licensed Marks from your Web Site if, in Sterizon's sole opinion, your Site conflicts with, interferes with, or is detrimental to Sterizon's interests, reputation, business, practices, procedures or policies, or which might subject Sterizon to unfavorable regulatory action, violate any law, infringe the rights of any person, or subject Sterizon to liability for any reason. Upon written notice from Sterizon to withdraw the Licensed Marks, you shall cease using the Licensed Marks on your Site as soon as possible, but in any event within three (3) days of the date of receipt of Sterizon's written notice.

### **4. Account Processing**

Sterizon will process all orders placed by customers who follow Special Links from your Site to the Sterizon Site. All such customers will subsequently be customers of Sterizon ("Customers"). Sterizon reserves the right to reject orders that do not comply with any requirements that Sterizon may establish from time to time. Sterizon will be responsible for all aspects of order processing and fulfillment.

You acknowledge that you shall not be a party to any transaction between any Customer and Sterizon and all aspects of such orders including, but not limited to, purchase terms, payment terms, warranties, and guarantees shall be solely between the Customer and Sterizon.

### **5. Commissions**

Only products and services: (i) sold by Sterizon; (ii) purchased or licensed by Customers linking to the Sterizon Site from your Web Site using a Special Link; and (iii) for which Sterizon has received full payment ("Qualifying Purchase"), will qualify you for a commission. You understand and agree that Sterizon products and services may be available without charge for a trial period of up to 60 days and that no Commission will be paid to you until the completion of such trial period and receipt by Sterizon of full payment by a Customer for such Sterizon products and/or services. Commission Payments earned through the date of termination of this Agreement will remain payable only if the purchased products or services are not returned or cancelled by the Customer and will be net of all taxes, credit card processing fees, returns, charge backs, and other similar charges. The commission percentage shall be as set forth on the Affiliate Program Join Page, which percentage may be changed from time to time by Sterizon by posting a different percentage on the Affiliate Program Join Page.

You will receive Commission Payments for Qualifying Purchases placed during the term of this Agreement. You expressly understand and agree that no Commission Payments will be due from Sterizon to you for any orders placed by Customers after this Agreement has been terminated.

#### **6. Term and Termination**

The term of this Agreement will begin on Sterizon's acceptance of your Affiliate Program Application and will end immediately upon termination by either party. Either Sterizon or you may terminate this Agreement at any time, with or without cause and without liability, by giving the other party notice of termination. Notices transmitted via email shall be effective notice hereunder. Upon termination of this Agreement for any reason, you will remove the Licensed Marks, Links, and all other Sterizon trademarks, trade dress, logos and other material provided to you by Sterizon from your Site and any and all servers in your possession or control as soon as technically feasible, but in no event shall the Licensed Marks remain on your Site more than three (3) days after such termination.

#### **7. Limitation of Liability**

Sterizon will not be liable for any delay in accessing and/or inability to access the Sterizon Site whether due to an act of God, action by any government entity, strike, network difficulty, electronic malfunction, or any other reason, or any reliability or effectiveness related to the Sterizon Site. Sterizon makes no warranty or representation that the operation of the Sterizon Site will be uninterrupted or error-free, and Sterizon will in no event be liable for the consequences of any interruptions or errors.

STERIZON PROVIDES THE STERIZON SITE AND ALL INFORMATION AND SERVICES AVAILABLE THEREIN "AS IS" AND MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS REGARDING STERIZON OR ANY SERVICES OR INFORMATION PROVIDED BY STERIZON. STERIZON DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT. STERIZON SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING: (i) THE NUMBER OF PERSONS OR ENTITIES THAT WILL ACCESS OR "CLICK THROUGH" TO THE STERIZON SITE FROM YOUR WEB SITE; (ii) ANY BENEFIT THAT YOU MIGHT OBTAIN FROM INCLUDING THE LICENSED MARK(S) ON YOUR WEB SITE; OR (iii) THE AMOUNT OR VOLUME OF COMMISSIONS THAT YOU MIGHT EXPECT TO RECEIVE OR ACTUALLY RECEIVE PURSUANT TO THIS AGREEMENT.

IN NO EVENT WILL STERIZON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR COMMERCIAL LOSSES, LOST PROFITS, OR REVENUES FROM ANY CAUSE, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT STERIZON HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. YOU AGREE THAT THE TOTAL LIABILITY OF STERIZON HEREUNDER WITH RESPECT TO ANY CLAIM SHALL NOT EXCEED THE COMMISSIONS PAID BY STERIZON TO YOU HEREUNDER.

You represent and warrant that you will make no promises, representations or warranties, whether written or oral, with regard to Sterizon or the services provided by Sterizon, beyond those provided by Sterizon in writing. You will indemnify and hold Sterizon harmless from all damages, claims and liabilities (including attorneys' fees and costs) resulting from a breach of the foregoing representation and warranty.

#### **8. Modifications**

Sterizon may modify in its sole discretion any of the terms and conditions contained in this Agreement at any time at its sole discretion by posting a change notice or a new Agreement on the Sterizon Site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following the posting of a change notice on the Sterizon Site will constitute binding acceptance of the change.

#### **9. General Provisions**

No claim or other action arising out of this Agreement, regardless of the form of action, may be brought by either party more than one (1) year after the cause of action accrued.

You agree to indemnify, defend and hold Sterizon harmless from and against any and all liability, claims, losses, damages, injuries or expenses (including attorneys' fees and costs) relating to the development, operation, maintenance and contents of your Site.

Neither party shall be responsible for delay or failure in performance resulting from acts beyond its control. Such acts shall include, but not be limited to: an act of God; an act of war; riot; an epidemic, fire, flood or other disaster; an act of government; or a strike or lockout.

You may not assign this Agreement or any of the rights or liabilities hereunder, without the written consent of Sterizon.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to provisions governing choice-of-law. Exclusive jurisdiction and venue for all actions hereunder shall be the State of Georgia, and the parties hereto consent to such exclusive jurisdiction and venue.

This Agreement contains the entire agreement between the parties and there are no understandings or agreements relative hereto other than those which are expressed therein'

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party shall have the power or authority to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**AGREED TO:**

\_\_\_\_\_  
(COMPANY NAME)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_