

Longhorn Software Affiliate Program Member Agreement

This Agreement provides the terms and conditions that apply for participation in Longhorn Software's Affiliate Program and to the creation of links from your Affiliate Web site to our website, www.longhornsoftware.com.

This is a legally binding agreement. By applying to participate in this program, you acknowledge that you have read, understand, and agree to be bound by the terms of this agreement.

Program Enrollment

There is no cost to join or participate. However, participation in this program requires approval and enrollment. To begin the enrollment process, you must submit a completed Longhorn Software Affiliate Program application available for download from our website. Longhorn Software will evaluate your application and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your site is unsuitable or inappropriate for the Longhorn Software Affiliate Program for any or no reason, including, but not limited to, content or links to such material that is in any way offensive, unlawful, threatening, harassing, defamatory, obscene, violent or that promotes or depicts violence, sexually explicit materials, promotes discrimination of any kind, or offers file sharing methods that may infringe the intellectual property rights of Longhorn Software or others, or violates any intellectual property (copyrights, trademarks, patents, etc.) of Longhorn Software or any other person or entity.

Promotion of Affiliation

As a member of the Longhorn Software Affiliate Program, we will make available to you a variety of graphic and textual links which you may display as often and in as many areas on your site as you desire, subject to the terms and conditions of this Agreement. The links will serve to identify your site as a member of our Affiliate Program and will create a link from your website to ours.

By using the links, you agree that you will cooperate fully with us in order to create and maintain such links. You agree not to alter the links or their content in any way. You also agree that you will display on your site only those graphic or textual images (indicating a link) that are provided by us, and you will immediately replace such images with any new images that are provided by us from time to time throughout the term of this Agreement. Each link connecting users of your site to the pertinent area of our site will in no way alter the look, feel or functionality of our site.

You also agree to comply with our requirements for removing links on a timely basis. Any links that promote prices or offers with a given expiration date must be removed from your site upon expiration of the promotion. We will not be required to pay you any commission for sales made pursuant to a link referencing an expired promotion. Failure to remove expired links may lead to your termination as an Affiliate at our sole discretion.

Affiliate Identification

All Affiliates will be required to display a graphic (which we will provide) indicating their Longhorn Software Affiliate relationship.

Our Responsibilities

We will be responsible for providing the information and content necessary to allow you to create appropriate links to our website. We will be solely responsible for: (i) processing every order placed by a customer following a special link from your site; (ii) tracking the volume and amount of sales generated by your site; and (iii) providing information to Affiliate Program members regarding sales statistics related to your site's links to our site via our website, www.longhornsoftware.com. Our order processing obligations will include order entry, payment processing, shipping, cancellations, returns and related customer service. Sales transaction data will be updated daily, reflecting data through the previous day; On a monthly basis, all returns, refunds, and cancellations will be provided and deducted from the overall sales total transacted for the Affiliate Program member.

Commission Determination

Only Longhorn Software products that are: (i) sold by the Longhorn Software website; (ii) purchased by users linking to the Longhorn Software website from your site pursuant to a link; and (iii) for which Longhorn Software has received full payment will qualify for a commission ("Qualifying Purchases"). No commissions will be paid for product orders that are cancelled or returned, which such cancellations and returns will be deducted on an on-going basis but no less frequently than monthly.

Commission rates will be a flat rate or amount per item sold on the aggregate revenue amount actually received by Longhorn Software for Qualifying Purchases, minus any amounts collected for sales taxes, duties, shipping, handling, and similar charges, amounts due to credit card fraud or bad debt, credits for cancelled orders and returned goods ("Net Sales"). All qualifying product items available for sale on our website will be included in the computation of Net Sales. Current commission rates are as follows:

Commissions on software downloads or cd-roms are 15% of net sales for qualifying purchases.

In the event you fail to abide by the terms set forth in this Agreement, you acknowledge and agree that commissions otherwise payable under this section shall be reduced as follows:

(i) Longhorn Software will not pay any commissions on sales of any product where the sale was completed through an error or anomaly on the Longhorn Software website related to any information posted on the Affiliate or related site with respect to such error or anomaly.

(ii) Commissions otherwise payable to an Affiliate for any month shall be forfeited where information prohibited by this agreement is posted on the Affiliate or related site regardless of whether sales of any products the subject of such posted information occurred, and the Affiliate may be terminated at the sole discretion of Longhorn Software.

Commission Payments

When the total commissions due to you under the preceding Section 5 exceed ten dollars (\$10) at the end of any calendar month, we will send a commission check or PayPal payment for the applicable commissions and an activity statement to you. Such commission payments and activity statements will be sent approximately twenty-one (21) days after the end of any calendar month in which accumulated earned commissions exceed ten dollars (\$10). If at the end of any calendar

month earned commissions are less than ten dollars (\$10), such earned commissions will be held and accumulated until such time that they exceed ten dollars (\$10) at which time they will be paid as set forth above.

Sales Reports

You will be given a password to allow you to enter Longhorn Software's Affiliate website. This site will allow you to review your sales statistics, which will be updated once daily, reflecting data through the previous day.

Policies, Pricing, and Product Descriptions

Customers who buy products from the Longhorn Software website through the Affiliate Program will be deemed to be customers of Longhorn Software. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, privacy, and product sales will apply to those customers.

We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold by the Longhorn Software website under the Affiliate Program in accordance with our own pricing policies. Prices and availability of products on the Longhorn Software website may vary from time to time, and the availability and price of any particular product cannot be guaranteed. **You shall not place individual product pricing related to our products on your site without the express written consent of Longhorn Software.**

Rights and Licenses

Longhorn Software grants you a non-exclusive, non-transferable, revocable right to link your website to our website in sole accordance with the terms of this agreement and solely in connection with such links, to use the Longhorn Software trademark and logo and other identifying material but only in the forms provided to you by Longhorn Software for the sole purpose of linking your website to our website such that your users can purchase products from our website. You shall not alter or modify these materials in any way. Longhorn Software reserves all rights to such materials, and you accept these rights and licenses subject to the terms of this agreement.

You acknowledge Longhorn Software's ownership of the licensed materials and agree to not do anything inconsistent with Longhorn Software's ownership and that your use of the materials will not harm Longhorn Software. You also agree that nothing in this Agreement provides you any right, title, or interest in the licensed materials other than the right to use the materials in accordance with this agreement. You also agree that you will not attack Longhorn Software's title to the licensed materials or the validity of the licensed materials or this agreement.

You agree that the nature and quality of all services provided by you in connection with this Agreement and all related advertising and promotional uses shall conform to high standards of quality and will not impugn the goodwill of Longhorn Software or the licensed materials. You agree not to use the materials in any manner that is disparaging or that otherwise portrays Longhorn Software in a negative light.

You agree to use the materials only in the form and manner as provided from time to time by Longhorn Software, and not to use any other trademark in combination with the Longhorn Software trademark or name.

You agree to not use, register, or seek to register any trademark, service mark or domain name that contains the words "Longhorn Software" or "Longhorn", or any variations or misspelling of them, or is in any way confusingly similar to "Longhorn Software".

You are only entitled to use the licensed materials to the extent that you are a member in good standing of the Longhorn Software Affiliate Program. We may revoke your license at any time in our sole discretion, by giving you written notice. If we give you such notice, you must immediately discontinue all use of the Licensed Materials.

We may change the commission rate on future sales at any time given 30 days prior written notice.

Your Obligations

You are solely responsible for, and we have no liability for, the development, operation, or maintenance of your site, or for any materials contained on your site.

You agree that your site will not, in any way, copy or resemble the look and feel of our site, nor will you create the impression that your site is our site or is a part of our site, nor will you frame any page on the Longhorn Software website being viewed by a user of your site who links to the Longhorn Software website through a link.

You agree that your site does not currently contain and will not contain any content, or links to such material, that is in any way offensive, unlawful, threatening, harassing, defamatory, obscene, or violent as more fully set forth in Section 1 (Enrollment).

You also agree that your site will not contain any content from our website or any materials that are proprietary to Longhorn Software, except with our prior written permission, or to the extent that materials are obtained by you strictly in accordance with the provisions of this agreement. You agree not to purchase or otherwise contract with any third party to exploit any of the Longhorn Software marks for the purpose of causing the Affiliate site to appear as a search result in any search engine or for any other reason.

You agree that your Affiliate site will not use any form of mass email communication ("spam") as a marketing tool for the site or for any other purpose and that any email generated by you or your Affiliate site will conform in all respects with all applicable local, state and federal laws, regulations and rules including the CAN-SPAM Act.

You agree that your Affiliate site, and any other web site operated by you or related to your Affiliate site, will not, and will not permit users to, post on the site or any bulletin board or chat room associated with the site any information relating to the Longhorn Software website that may be used by others to take advantage of errors or anomalies discovered on the Longhorn Software website (e.g., pricing errors, shopping cart errors, discounts) to the disadvantage of Longhorn Software. In the event any such information is posted to the Affiliate or related web site, you agree to remove it immediately and take steps to discourage your users from posting such information. In addition, you agree that you have an affirmative duty, as an Affiliate of Longhorn

Software, to inform Longhorn software via affiliates@longhornsoftware.com immediately upon discovering any errors or anomalies on the Longhorn Software website.

Terms of Agreement and Termination

The term of this agreement will begin upon our acceptance of your Affiliate Program application and will end when terminated by either party. Either you or Longhorn Software may terminate this agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn commissions on sales occurring during the term, and commissions earned through the date of termination will remain payable only if the related Qualified Purchases are not cancelled or returned. We may withhold your final payment for up to 30 days to ensure that the correct amount is paid.

Modifications to Terms and Conditions

We may modify any of the terms and conditions contained in this Agreement at any time in our sole discretion. Modifications may include, but are not limited to, changes in the scope of available commissions, commission payment schedules, payment procedures, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following our posting of a change notice or new agreement on our website will constitute binding acceptance of the change.

Relationship of Parties

You and Longhorn Software are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

Disclaimers

Longhorn Software makes no express or implied warranties with respect to this Affiliate Program or to any Longhorn Software products sold on the Longhorn Software website through the Affiliate program with respect to merchantability, fitness for a given purpose, or non-infringement. Longhorn Software makes no warranties that the Longhorn Software website operation will be uninterrupted or error-free. Longhorn Software will not be liable for the consequences of any interruptions or errors.

Representations and Warranties

You represent and warrant to us that: (i) you have the right and authority to enter into this agreement and perform your obligations under the agreement; (ii) you are the sole and exclusive owner of the Affiliate trademarks and have the right and power to grant to us the license to use your trademarks in the manner provided for in this agreement; (iii) and you are an adult of at least 21 years of age.

Confidentiality

You agree that all customer information related to the Longhorn Software Affiliate Program belongs to us. You agree to protect as secret all Longhorn Software Affiliate Program customer information and Affiliate Program business and sales information related to us or you, including,

without limitation, information relating to sale pricing and promotions, not to disclose information to any third parties, and not to use information for any purpose other than the purposes of this agreement. You agree to protect information using methods at least as protective as those you use to protect your own information of a confidential nature, but in no event, using less than a standard of reasonable care.

Limitation of Liability

Longhorn Software will not be liable for any direct, indirect, special, incidental, or consequential damages, or for any loss of revenue, profits, or data arising in connection with this agreement or the Affiliate Program. You waive all rights to any claims for any such damages. In addition, the aggregate liability of Longhorn Software with respect to this agreement and the Affiliate program will not exceed the total commissions paid or payable to you under this agreement.

Indemnification

You agree to indemnify, defend and hold harmless Longhorn Software and its affiliates against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, insofar as such losses, or actions in respect of losses, arise out of or are based on (i) any claim that our use of Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party; (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you; or (iii) any claim related to your site, including, without limitation, claims regarding content on your site.

Uncontrollable Circumstances

Longhorn Software's performance under this Agreement shall be excused to the extent that its performance is hindered, delayed or made commercially impractical by causes beyond its reasonable control.

Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

Governing Law

This Agreement will be governed by the laws of the United States and the State of Texas, without reference to rules governing choice of law. Any action relating to this Agreement must be brought in the federal or state courts located in Dallas, Texas, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

Revision Dated February 10, 2005