



MotiveWave Affiliate Agreement

This Affiliate Agreement (the "AGREEMENT") is entered into between MotiveWave Software ("MotiveWave"), and the affiliate ("AFFILIATE").

MotiveWave's Affiliate Agreement Definitions

"We", "Our", "Us", - "MotiveWave Software", (collectively, "MotiveWave")

"You", "Your" and "Affiliate(s)" - the business, individual or entity applying for participation in the MotiveWave Affiliate Program, or that displays Our products, services and/or promotions on its website and/or through offline representation through the affiliate tracking code in exchange for receiving remuneration from MotiveWave for sales resulting from such display.

MotiveWave must have a completed AFFILIATE agreement before AFFILIATE can start to sell or receive payment.

AFFILIATE wishes to market and sell certain products with MotiveWave accepting payment for such products from customers.

Therefore, MotiveWave and AFFILIATE agree as follows:

1. Enrollment in the Affiliate Program

To begin the enrollment process, AFFILIATE will complete the Affiliate Program application. Application of the AFFILIATE will be evaluated and AFFILIATE will be notified if AFFILIATE application is rejected. MotiveWave may reject AFFILIATE application if MotiveWave determines (at its sole discretion) that AFFILIATE site is unsuitable for the program. Unsuitable Web sites include sites that:

- a. Promote violence
- b. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- c. Promote unlawful activities
- d. Promote the use of bulk e-mail or "Spam"
- e. Contain content that is threatening, defamatory, fraudulent, obscene or harassing
- f. Violate intellectual property rights
- g. If MotiveWave rejects AFFILIATE application, AFFILIATE is welcome to reapply to the Affiliate Program after said AFFILIATE has updated the AFFILIATE site to remove content MotiveWave has determined to be unsuitable for a MotiveWave Affiliate.

2. Listing Software on AFFILIATE Site

- a. AFFILIATE will link to the MotiveWave home page, but MotiveWave reserves the right to expand AFFILIATE ability to link to additional pages on the MotiveWave web site. AFFILIATE will be allowed to place a short description, review or reference to products listed on MotiveWave as well as other products developed and sold by MotiveWave. Using a specially formatted link with a unique Affiliate ID, AFFILIATE will link to MotiveWave's site.
- b. You agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer MotiveWave's knowledge. (example: iframe). Any information with respect to Us that is going to be displayed on Your site must be provided by Us and expressly approved by Us in writing in advance of any display.
- c. EXCEPT AS PERMITTED ABOVE, YOU SHALL NOT AND ARE NOT AUTHORIZED TO (i) USE THE MOTIVEWAVE TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) (ALL OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, THE "LINKS" AND THE "LICENSED MATERIALS" (DEFINED BELOW), ARE REFERRED TO HEREIN AS "OUR IP"), WITHOUT OUR EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE OUR IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE; (iii) CAUSE OR CREATE OR ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF OUR IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF OUR IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER (IN ADDITION TO BEING A BREACH OF THIS AGREEMENT) SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF OUR TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY OUR LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH WE SEEK TO ENFORCE OUR RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF OUR INTELLECTUAL PROPERTY RIGHTS.
- d. All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning MotiveWave, unless We have given You prior written permission in each instance.
- e. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links and are approved by Us. 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. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in Your termination from the program or withholding of Commissions.

3. Order Processing

MotiveWave will be responsible for processing every order placed by a customer who utilizes the special link from AFFILIATE sponsoring Web site to MotiveWave's Web site. Those responsibilities include order forms, payment processing, shipping, cancellations, returns and related customer service. MotiveWave rules, operating procedures and policies regarding customer orders and accounts apply to orders MotiveWave receives through the special link from AFFILIATE sponsoring Web site. We reserve the right to reject any order for any reason, including any order that does not comply with MotiveWave rules, operating procedures and policies or that violates applicable law.

4. Tracking of Sales

MotiveWave will track sales made to customers who use the unique Affiliate ID from AFFILIATE sponsoring Web site. MotiveWave tracks sales through the use of cookies. AFFILIATE will be responsible for ensuring that AFFILIATE special link includes AFFILIATE's unique Affiliate ID and is formatted properly, a necessary prerequisite for us to track such sales. Statements of referral product sales activity will be provided to AFFILIATE. All statements after 30 days shall be deemed correct unless AFFILIATE gives us notice of any error prior to that date. MotiveWave shall not be responsible for any errors AFFILIATE or AFFILIATE customers make which result in any loss of any tracking information contained in the special link. MotiveWave does not have any obligation or liability to pay referral fees for purchases made from which cookies are not reasonably traceable by MotiveWave. To protect MotiveWave customers' privacy, the names or other personal information about specific customers will not be provided to AFFILIATE.

5. MotiveWave Policy Applies to All Orders

Every customer who buys a product through this program is deemed to be a customer of MotiveWave. AFFILIATE does not have the authority to make or accept any offer of purchase on MotiveWave's behalf. All of MotiveWave's policies regarding customer orders, including product availability, pricing and problem resolution, will apply to these customers. MotiveWave is not responsible for any representations AFFILIATE makes which conflict with our policies.

6. Product Pricing

MotiveWave will follow MotiveWave's pricing policies to determine the price of all products sold on the MotiveWave web site. Product prices may vary from time to time, including software publishers' price increases and special discounts offered by

MotiveWave on products that may already be listed by AFFILIATE. AFFILIATE may not specify product prices in AFFILIATES descriptions. Product prices are subject to change without notice and MotiveWave cannot guarantee product pricing.

7. Commission Determination

Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to MotiveWave under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):

- a. Each Referred Customer must be a new and unique visitor to MotiveWave and must register by completing and submitting the Registration Form using a valid and unique account.
- b. Commission may not be paid for a Referred Customer that has transferred from any of our partners or subsidiaries.
- c. Each Referred Customer must make a Qualified Purchase, and provide a valid payment for the purchased MotiveWave Products or Services. To generate a Commission Fee for you, each Referred Customer must be an active, qualified customer of MotiveWave and must be up-to-date in all payments at the time the Commission Fees are processed and not have been subject to a refund, credit, cancellation, suspension or chargeback.
- d. Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from you to MotiveWave under this Agreement.
- e. Each Referred Customer must remain in compliance with our Terms of Service, Acceptable Use Policy and other policies that are active at the time the Commission Fees are processed.
- f. Commission Fees may not be paid for the Qualified Purchase if the Referred Customer has been offered or received coupons, refunds, credits or discounts from the Affiliate unless MotiveWave has provided its prior written permission.

MotiveWave reserves the right to withhold initial Commissions Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by MotiveWave in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

MotiveWave reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s).

MotiveWave reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled MotiveWave purchases. Where no subsequent Commission Fee is due and owing, MotiveWave will send Affiliate a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer.

MotiveWave, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse or reject any Commission Fee, for:

- a. Any account/sale which has not been in an approved status in good standing as an account of MotiveWave for a period of at least thirty (30) days.
- b. All commissions generated for accounts that may be fraudulent, including but not limited to the use of software that generates real and fictitious information.
- c. Altering Our Links in any way.
- d. Referred Customers that have been offered or received coupons, refunds, credits or discounts from the Affiliate, unless MotiveWave has provided written permission.

Commissions for any Referred Customer who is associated with any MotiveWave reseller, referral or other program may be removed from your payment. In other words, You may not receive double commissions or compensation.

In the event that the Referred Customers that are referred to MotiveWave by a specific Affiliate are determined to have an excessive cancellation rate (as determined by MotiveWave in its sole discretion), MotiveWave reserves the right to withhold or decline future Commission Fees for the Affiliate.

Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualifying Purchases or Commission Fees to intentionally defraud MotiveWave or violation of any of the terms of this Agreement constitutes immediate grounds for MotiveWave to terminate this Agreement and will result in forfeiture of any Commission Fees due to You.

8. Commission/Referral Fees and Payments

- a. **Commission/Referral Fee Amount:** MotiveWave will pay the owner of the sponsoring web site an amount determined by MotiveWave for referring the sale of MotiveWave products, for software delivered to an end-user by MotiveWave that was initiated as a direct referral using the appropriate special link, including the unique Affiliate ID from the sponsoring Web site. Net product sales are gross product sales less returns and chargebacks. Gross product sales are revenue generated from all items for sale from MotiveWave's web site, including third-party products, CDs and manuals, but not including shipping, handling and applicable taxes. The referral fees only apply to the portion of revenues attributable to MotiveWave.
- b. **Commission/Referral Fee Payment:** MotiveWave will send AFFILIATE a payment via Paypal for the applicable commission/referral fee and a statement of product sale activity within 60 days after the end of each calendar month. Amounts less than \$50.00 will be held until the calendar month in which the referral fee due exceeds \$50.00, or until this agreement is canceled.
- c. **Returns and Cancellations:** If a referral fee product is later returned by the customer, its commission/referral fee will be deducted from the next monthly payment sent to AFFILIATE. If there is no next monthly payment, AFFILIATE will be billed for this amount which is owed to MotiveWave.
- d. You are responsible for informing MotiveWave about changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact MotiveWave's ability to issue a valid Commission payment. Failure to provide the correct addresses may result in the forfeiture of any Commissions due

to you. Commission Fees that are returned for invalid or insufficient address information or for other reasons may be forfeited as well.

9. Responsibility for AFFILIATE Site

- a. AFFILIATE will be solely responsible for the development, operation and maintenance of AFFILIATE site and for all materials that appear on AFFILIATE site. For example, AFFILIATE will be solely responsible for: the technical operation of AFFILIATE site and all related equipment creating and posting product descriptions on AFFILIATE site and linking those descriptions to MotiveWave web site, the accuracy and appropriateness of materials posted on AFFILIATE site (including, among other things, all product related materials) ensuring that materials posted on AFFILIATE site (except for the required logo under section 7(a), below) do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy or other personal or proprietary rights) ensuring that materials posted on AFFILIATE site are not libelous or otherwise illegal.
- b. MotiveWave disclaims all liability for these matters. Further, AFFILIATE will indemnify and hold MotiveWave harmless from all claims, damages and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance and contents of AFFILIATE site.
- c. AFFILIATE agrees to display a MotiveWave logo on the sponsoring site homepage or other prominent location.

10. Linking to MotiveWave

- a. Use of special links to the MotiveWave web site: Using a specially formatted link, which includes a unique Affiliate ID that we provide AFFILIATE, AFFILIATE will provide a special link to a MotiveWave page.
- b. AFFILIATE may add or remove links at any time: AFFILIATE may select and link to additional pages, or remove such links, at any time and without MotiveWave's prior approval. However, AFFILIATE must use the correct special link format with the unique Affiliate ID in order to receive proper credit for AFFILIATE referrals.
- c. AFFILIATE must link directly to the MotiveWave web site to receive commissions on any products sold from MotiveWave during that session provided AFFILIATE uses the unique Affiliate ID and the correct special link.

11. Limited License

- a. AFFILIATE must display the MotiveWave logo on AFFILIATES home page or other prominent area on AFFILIATE site, subject to the license below.
- b. MotiveWave grants AFFILIATE a non-exclusive, revocable right to use the icon and such other images for which MotiveWave grants express permission, solely for the purpose of identifying AFFILIATE site as a program participant. AFFILIATE may not modify the icon or any of MotiveWave's images in any way. MotiveWave reserves all rights in the icons, any other images, MotiveWave trade names, trademarks and

copyrights and all other intellectual property rights. MotiveWave may revoke AFFILIATE license at any time by giving AFFILIATE written notice. AFFILIATE may not use such icons and other images in such a way that would harm MotiveWave's image. Upon cancellation or termination of this Agreement, AFFILIATE agrees to cease all use of such icons and other images.

c. **Restrictions on Personal Use:**

This program is intended for commercial use only, i.e., paying referral fees for products sold to third parties who follow a special link from AFFILIATE sponsoring Web site. Participants who use this program to purchase products for their own use are in violation of the agreement. MotiveWave may, in its sole discretion, terminate this agreement and/or withhold payment of referral fees if MotiveWave finds that such personal use has occurred.

12. E-mails and Publicity

You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM") without prior written consent from MotiveWave for each and every day when any bulk mailing will occur. MotiveWave, in its sole discretion, reserves the right to reject each and every e-mail mailing. Additionally, You may only send e-mails containing a MotiveWave affiliate link and or a message regarding MotiveWave or MotiveWave's Affiliate Program to person(s) who have been previously contacted and whom consented to the fact that You will be sending an e-mail containing MotiveWave information or information about the MotiveWave affiliate program. Failure by You to abide by this section, CAN-SPAM Act of 2003 or our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions. If your account has excessive clicks in a very short period of time as determined by MotiveWave in its sole discretion, the Affiliate relationship may be terminated.

13. General Provisions

- a. **Web Site Service Interruption:** MotiveWave will make every effort to keep its Web site operational. However, certain technical difficulties may, from time to time, result in temporary service interruptions. AFFILIATE agrees not to hold MotiveWave liable for any of the consequences of such interruptions.
- b. **Term of the Agreement:** AFFILIATE may only receive referral fee payments for orders that are properly placed during the term of this agreement. This term will begin on the date that MotiveWave notifies AFFILIATE that AFFILIATE has been pre-approved as a program participant and shall end when canceled or terminated by either party as provided below. Unless otherwise canceled or terminated, the agreement will be for one (1) year and renewed monthly. Referral fees earned through the date of cancellation or termination of this agreement will remain payable only if the products are not returned or canceled from their orders.

Payment of the final referral fee payment to AFFILIATE may be withheld for a reasonable time (120 days) in order to ensure that the correct amount is paid.

- c. **Modifications:** MotiveWave may modify any of the terms and conditions contained in this Agreement, at any time and in MotiveWave's sole discretion, by posting a change notice or a new agreement on MotiveWave's site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO AFFILIATE, AFFILIATE'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AFFILIATE'S CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING MOTIVEWAVE'S POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON MOTIVEWAVE'S SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.
- d. **Effect of Termination:** Upon termination or expiration of this Agreement, AFFILIATE shall have no right or license to use the MotiveWave trademarks, copyrights, etc. in any manner. MotiveWave shall have no obligation to pay AFFILIATE any fees or charges, including Referral Fees, for services or products purchased after the expiration or termination of this Agreement for any reason. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect.
- e. **Cancellation of This Agreement:** Either party may choose to cancel or terminate this agreement at any time and for any reason by written notice of cancellation or termination to the other.
- f. **WARRANTY DISCLAIMER:** MOTIVEWAVE MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH REGARD TO THE PROGRAM OR ANY PRODUCTS SOLD THEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, MOTIVEWAVE MAKES NO REPRESENTATION THAT THE OPERATION OF MOTIVEWAVE'S SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND MOTIVEWAVE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.
- g. **LIMITATION OF DAMAGES:** MOTIVEWAVE SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE PROGRAM, EVEN IF MOTIVEWAVE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, MOTIVEWAVE'S AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL REFERRAL FEES PAID OR PAYABLE BY MOTIVEWAVE TO AFFILIATE UNDER THIS AGREEMENT.
- h. **Indemnification:** You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs,

and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on

- i. any claim that Our use of the 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 herein, or
 - iii. any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us.
- i. **Independent Contractors:** AFFILIATE is an independent contractor and nothing in this agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship with MotiveWave.
- j. **Confidentiality:** Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, MotiveWave and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is
- i. already lawfully known to or independently developed by the receiving party,
 - ii. disclosed in published materials,
 - iii. generally known to the public, or
 - iv. lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder.

Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information

- i. to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction,
 - ii. to its accountants, attorneys, or other agents on a confidential basis, and
 - iii. otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.
- k. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of Ontario, and with the laws of Canada, excluding its conflict of laws principles. Any lawsuit relating to this Agreement must be brought in the federal or provincial courts located in the City of Toronto, Province of Ontario, Canada.
- l. **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended

for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreements.

- m. **Assignment.** AFFILIATE may not assign this Agreement, by operation of law or otherwise, without MotiveWave's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against, the parties and their respective successors and assigns.
- n. **Waiver:** MotiveWave's failure to enforce AFFILIATE's strict performance of any provision of this Agreement will not constitute a waiver of MotiveWave's right to subsequently enforce such provision or any other provision of this Agreement.
- o. **Free to Contract with Others:** AFFILIATE understands that MotiveWave may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate Web sites that are similar to or compete with AFFILIATE Web site.
- p. **Independent Investigation:** AFFILIATE has independently evaluated the desirability of participating in the program and is not relying on any representation, guarantee, or statement other than as set forth in this agreement.
- q. **ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS:** BY SUBMITTING THIS APPLICATION, AFFILIATE ACKNOWLEDGES THAT AFFILIATE HAS READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY AND AGREES TO ALL ITS TERMS AND CONDITIONS.

14. Notice

Any notice required or otherwise given pursuant to this Agreement shall be by email to partnerships@motivewave.com, or in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

MotiveWave Software
1011 Upper Middle Road East, Suite 1302
Oakville, ON L6H 5Z9 CANADA

15. Entire Agreement.

This Agreement and the Specific Terms Agreement constitutes the entire agreement between Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.