



## AFFILIATE AGREEMENT

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This Affiliate Agreement ("Agreement") contains the terms and conditions between Cabcorner, LLC ("CabCorner") and you, regarding your application to participate as an affiliate ("Affiliate") of CabCorner and to operate a satellite web-and-mobile platform ("Satellite") unique to your market/region. Execution by you of this Agreement as set forth below constitutes your acceptance of the terms and conditions of this Agreement, and will be a legally binding agreement between you and CabCorner.

**1. Affiliate Program Enrollment.** To become a participant in CabCorner's Affiliate Program, you must submit a completed Affiliate Program Application via CabCorner's website. CabCorner will evaluate your application and notify you of your acceptance or rejection, or seek further information, as applicable. CabCorner may reject your application at any time if CabCorner so determines, in its sole discretion, that your operation of a CabCorner Satellite website would be unsuitable for the Affiliate Program.

**2. Setting Up a Satellite Website.** CabCorner will make available to you all CabCorner image files, logos, Satellite site administrator access, and technical support, as applies and is necessary, so that you may operate a CabCorner Satellite. These and other proprietary company materials shall remain the exclusive property of CabCorner, leased or granted to you, the Affiliate, throughout the period of the Affiliate relationship; your use of these materials shall be discontinued upon termination of this Agreement. CabCorner shall maintain the right, in its sole discretion, to monitor the management of your CabCorner Satellite website at any time to ensure that you are in compliance with the terms of this Agreement.

**3. Order Processing/Serving.** CabCorner will process orders (i.e., banner advertisements, vendor listings, etc.) and will be responsible for serving all banners on the Satellite. CabCorner reserves the right, in its sole discretion, to reject orders that do not comply with certain requirements which CabCorner may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, cancellations, reporting, and payment processing will be CabCorner's responsibility. CabCorner will track the performance of sales generated by your website and provide you (and your clients) with reports documenting the success of their advertising campaigns.

**4. Relationship.** CabCorner supports two structure types by which Affiliates can pursue their ambitions. In either case, Affiliates may not speak on behalf or nor represent CabCorner in official communications without CabCorner's express permission. However, Affiliates may promote their Satellites as they see fit, to the extent permitted by this Agreement.

A CabCorner "**Franchise**" consists of CabCorner technology, website/mobile application code, and site image files leased to the Affiliate at a to-be-negotiated rate (depending on regional specifications) so that the Affiliate may operate her/his own Satellite website. Affiliate Franchisees may or may not be permitted to make technical or design alterations to the platform, to the extent allowed by CabCorner and documented in writing. Affiliate Franchisees are entitled to the entirety of all proceeds generated by sales to clients, minus the cost of serving and managing all advertising media, activities which only CabCorner may perform. Technical support will be provided to Affiliate Franchisees by CabCorner throughout the term of the lease. Affiliate Franchisees may retain shared ownership with CabCorner of all user data collected through their Satellite. Affiliate Franchisees do not enjoy the right of exclusive operation of a CabCorner Satellite website unless this right has been purchased from CabCorner at a to-be-negotiated rate.

A CabCorner "**Subsidiary**" consists of CabCorner technology, website/mobile application code, site image files, and enterprise documents granted to the Affiliate for free—minus the cost of site customization specific to the Affiliate's market, to be performed by CabCorner—so that the Affiliate may operate her/his own Satellite website. Affiliate Subsidiaries may or may not be permitted to make technical or design alterations to the platform, to the extent allowed by CabCorner and documented in writing. Affiliate Subsidiaries are entitled to a to-be-negotiated commission of any and all proceeds generated by sales to clients. CabCorner will assume responsibility for serving and managing all advertising media. The Affiliate Subsidiary may be asked to assist in covering the costs of technical support and Satellite site customization. The Affiliate Subsidiary will not be permitted to maintain ownership of any user data collected through the Satellite. To ensure exclusive operation of a CabCorner Satellite in a given market/region, Affiliate Subsidiaries must demonstrate to CabCorner that they have the financial resources sufficient to adequately promote and publicize their Satellite website, both at the beginning of and throughout the term of the Affiliate relationship. Success realized by a Subsidiary Satellite will qualify the Affiliate Subsidiary operator(s) for equity in CabCorner, at a level to be determined by CabCorner at its

sole discretion, but with consultation by and from the Affiliate Subsidiary operator(s).

**5. Policies and Pricing.** Advertisers who buy advertising real estate on the site and other customers who purchase CabCorner products/services through your Satellite are clients of CabCorner. All CabCorner rules, policies, and operating procedures concerning customer orders, customer service, and sales apply to these parties. CabCorner may change its policies and operating procedures at any time. At the termination of the Relationship described above, Affiliates surrender all claim to these clients.

**6. Non-Exclusive Limited License and Use of CabCorner Logos and Trademarks.** CabCorner grants or leases to Affiliates a non-transferable, non-exclusive, revocable license to use CabCorner logos, trade names, trademarks, service marks and similar identifying material (collectively, "Licensed Materials"), solely for the purpose of promoting your Satellite website to users and clients. You are not permitted to alter, modify or change the Licensed Material in any way whatsoever without express written permission from CabCorner. You are not permitted to use the Licensed Materials in any manner that is disparaging or that otherwise portrays CabCorner negatively. CabCorner reserves all of its rights in the Licensed Materials and all other intellectual property rights. CabCorner may revoke your Affiliate license at any time by written notice to you. You acknowledge that, except for the license expressly granted in this Agreement, you have not acquired and will not acquire any right, interest or title to the Licensed Materials by reason of this Agreement or through the exercise of any rights in the Licensed Material granted to you under this Agreement. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

**7. Term.** The term of this Agreement will begin upon CabCorner's acceptance of your Affiliate Program Application and will end when terminated by either Party. At any time, either Party may terminate this Agreement, with or without cause, by giving the other Party written notice of termination. Upon the termination of this agreement for any reason, you will immediately cease use of and remove from your Satellite website all Licensed Material and any other names, marks, symbols, copyrights, logos, designs, representations, figures, photographs, ideas, or other proprietary designations or properties owned, developed, licenses or created by and/or provided by or on behalf of CabCorner pursuant to this Agreement or in connection with the Affiliate Program. As applies, these items shall be returned to CabCorner upon written request by CabCorner.

**8. Modification.** CabCorner may modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion. Posting on CabCorner's website of a change notice or a new agreement is considered sufficient notice. If any modification is unacceptable to you, your only recourse is to terminate this Agreement; your continued participation in the Affiliate Program following CabCorner's posting of a change notice or new agreement on CabCorner's website will constitute binding acceptance of the change.

**9. Limitation of Liability.** CabCorner will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data arising in connection with this Agreement or the Affiliate Program, even if CabCorner has been advised of the possibility of such damages. Further, CabCorner's aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total commissions paid or payable to you under this Agreement. Further, you agree to indemnify and hold CabCorner harmless from all claims, damages, and expenses relating to the promotion, operation, and contents of your website.

**10. Disclaimers.** CabCorner makes no express or implied warranties or representations with respect to the Affiliate Program or any services/products sold or provided through the Affiliate Program.

**11. Representations and Warranties.** You hereby represent and warrant to CabCorner the following: (i) this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; (ii) the execution, delivery and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate any provision of law, rule or regulation to which you are subject to, any order, judgment or decree applicable to your or binding upon your assets or properties, any provision of your by-laws or certificate of incorporation or any agreement or other instrument applicable to you or binding upon your assets or properties; and (iii) you are an adult of at least 18 years of age.

**12. Confidentiality.** CabCorner may disclose to you certain information as a result of your participation as part of the Affiliate Program, which information CabCorner considers to be confidential (herein referred to as "Confidential Information") which shall include, but not be limited to, any modifications to the terms and provisions of this Agreement made specifically for your Satellite website and not generally available to

other members of the Affiliate Program, website, business and financial information relating to CabCorner customer and vendor lists relating to CabCorner and pricing and sales information for CabCorner and any members of the Affiliate Program, other than you. Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if the same is required by law or legal process.

**13. Indemnification.** You hereby agree to indemnify, defend and hold harmless CabCorner, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by CabCorner.

**14. Independent Investigation.** You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all its terms and conditions. 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.

**15. Miscellaneous.** This Agreement will be governed by the laws of the United States and the State of New York, without reference to rules governing choice of laws. Any legal proceeding of any nature brought by either Party against the other Party to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement shall be submitted for trial, without a jury, before the federal or state courts located in New York and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without CabCorner'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. CabCorner's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of CabCorner's right to subsequently enforce such provision or any other provision of this Agreement. In any action to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs.

**You indicate your approval of this Agreement and desire to become an Affiliate under these terms and conditions by filling out and submitting the CabCorner Affiliate Application Form.**