



Volusion Expert Directory Agreement

THIS VOLUSION RESELLER DIRECTORY AGREEMENT ("Agreement") is made as of the date of electronic acceptance (the "Effective Date") by and between Volusion, Inc. (together with any other entities that it controls, is controlled by or is under common control with, "Volusion") and you.

Volusion has developed and makes available on its website an Expert Directory (the "Directory") located at <http://experts.volusion.com>. You wish to be included in the Directory and Volusion is willing to grant You the non-exclusive right to be so included, subject to the terms and conditions of this Agreement.

1. **Expert Information.** After clicking through Your acceptance to this Agreement, You will provide the following information required to enable inclusion in the Directory via email to partners@volusion.com:
 - a. Company Name
 - b. Company Contact
 - c. Company Mailing Address
 - d. Contact email
 - e. Contact Phone
 - f. Company URL ("Partner's Website")
2. **Fees.** In consideration of Your inclusion in the Experts directory You will pay the current list price each month in advance. All payments are due upon acceptance of You as an Expert and Your listing in the Directory will not begin until payment is received. Each recurring charge will be due on the monthly anniversary of Your initial signup. It is Your obligation to review all monthly charges for accuracy. Failure to dispute a charge within six (6) months following such charge shall constitute Your agreement that all charges are valid and You agree to waive any claims You may have regarding such charge. All sales are final and Volusion offers no partial or full refund of any kind on any purchase unless otherwise expressly noted, even if Your listing in the Directory is suspended, terminated or transferred before the end of the month. Volusion expressly reserves the right to change or modify its prices and fees at any time and such changes or modifications shall be effective upon the next billing cycle following general notice of the modification, which may be in the form of a direct email or included in a general newsletter or communication.

All fees charged by Volusion are exclusive of all taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which You will be responsible for and will pay in full, except for taxes based on Volusion's net income. If Volusion is required to pay directly any such taxes, You will, upon receipt of Volusion's invoice, promptly reimburse Volusion for any such taxes paid by Volusion.
3. **Grant.** Subject to the terms and conditions contained herein, Volusion grants You a revocable, non-exclusive right to be included in the Directory. You grant Volusion the right to include in the Directory hypertext links to Your Website as provided to Volusion. You further grant the right to display Your trademarks, trade names, and other Information in connection with the Directory.

4. **Customer Reviews.** Your customer's may post reviews in the Directory. All reviews will be subject to approval by Volusion prior to publication. Reviews for which your customer has received any form of compensation must be identified as a sponsored review. Volusion reserves the right to remove any customer review, for any reason and without notice.
5. **Limitations.** Your listing position in the Directory shall be in Volusion's sole discretion. Volusion has the right to change the category, placement or general inclusion of Your listing in the Directory as it may deem fit. Volusion further reserves the right to immediately remove Your listing in the event it finds that You are operating in a manner inconsistent with Volusion's interest.
6. **Company Obligations.** During the term of this Agreement, You must remain in good standing as an authorized Volusion Reseller and in compliance with the terms and conditions of the Volusion Master Partner Program Agreement as executed between the parties. You shall provide monthly reports regarding the leads generated by Your inclusion in the Directory in the format and manner as reasonably requested Volusion.
7. **Term.** The term of this Agreement will begin upon the Effective Date and will end the earlier of when terminated by either party or upon the termination of the Volusion Master Partner Program. You may terminate this Agreement at anytime and for any reason by providing written notice to Volusion. No refunds or partial refunds of Fees paid shall be provided should You terminate prior to the end of the month. Volusion may terminate this Agreement at anytime and for any reason by removing You from the Directory.
8. **Amendment.** Volusion reserves the right to review and revise this Agreement and the Directory from time to time without prior notice and Your continued participation in the Directory following such revision is posted will constitute binding acceptance of the change.
9. **No Representation or Warranties.** The Directory and the content, information, documents, graphics and images published within the Directory may include inaccuracies, typographical errors or other errors. Volusion makes no commitment to update or correct the Directory. Volusion further reserves the right to temporarily or permanently modify, discontinue or delete the Directory without prior notice. Volusion makes no warranties or representations that You will receive any leads or conversions because of Your participation in the Directory. TO THE EXTENT PERMITTED BY LAW, THE DIRECTORY AND ANY SERVICES RELATED TO THE DIRECTORY ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED, AND YOU HEREBY WAIVES ALL SUCH WARRANTIES.
10. **Indemnity.** You will be solely responsible for, and Volusion expressly disclaims all liability for the development, operation, maintenance of Your Website, for all materials that appear on Your website, and for all information made available through Your listing in the Directory. You agrees to indemnify and hold Volusion, its officers, directors, employees, contractors, agents, affiliates and subsidiaries harmless from all claims, damages, and expenses (including without limitation legal fees) relating to Your website, Your listing in the Directory, or for infringement by You or others of intellectual property rights or other right of any third party.
11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL VOLUSION, ITS OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR WEBSITE, THE DIRECTORY, OR ANY SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR AVAILABLE HEREUNDER, OR USE OF ANY OTHER LINS OR LINKED WEBSITE, EVEN IF VOLUSION IS EXPRESSLEY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF TWHETHER SUCH DAMAGES AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHER LEGAL BASIS. THE TERM "DAMAGES" INCLUDES WITHOUT LIMITATION, ATTORNEY FEES, LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR OTHER DATA ON THE YOUR

WEBSITE. YOU ACKNOWLEDGE THAT THE FOREGOING ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR VOLUSION TO PROVIDE THE DIRECTORY.

12. **Relationship of Parties.** You and Volusion 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 Volusion's behalf. You will not make any statement, whether on Your Website or in any other forum that would contradict anything in this Agreement. You will make it clear to any leads generated by participation in the Directory that any resulting transactions are solely between the customer and You and that Volusion is in no way responsible for the quality, delivery or performance of such transaction.
13. **Governing Law; Jurisdiction.** This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas and the applicable federal laws of the United States of America without regard to any choice or conflict of law principals that would result in the application of law of any other jurisdiction, including the United Nations Convention on Contracts for the International Sale of Goods. Jurisdiction and venue for all disputes hereunder is limited to the state and federal courts located within Travis County, Texas and the parties hereby irrevocably consent to and waive any objections with respect to such jurisdiction or venue.
14. **Miscellaneous.** If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that best represents the intent of the Parties. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof. Neither party is relying on any representation, guarantee or statement other than as expressly set forth in this Agreement. This Agreement, including the Exhibits and any other attachments hereto and any other agreements specifically incorporated by referenced herein, constitutes the full and complete understanding between the parties and cancels and supersedes all previous or contemporaneous negotiations, proposals, representations, guarantees, statements, understandings, agreements and contracts whether written or oral, between the parties relating to the subject matter of this Agreement. If there is a conflict in the provisions of this Agreement and the provisions of the Exhibits or any other attachments hereto, the provisions of such Exhibit or attachment govern but only with respect to the specific subject matter thereof. Any amendment, waiver or modification of this Agreement must be in writing and signed by both parties. Volusion is not bound by, and it specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by You in any correspondence or other document, unless Volusion specifically agrees to such provision in writing. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. Each party acknowledges that it has read this Agreement, including the exhibits attached hereto, in its entirety and has independently evaluated the desirability of participating in the Program(s).