

## **MyTopo.com Online Affiliate Program Agreement**

*Version August 2002*

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the myTopo.com Online Affiliate Program (the "Program"). As used in this Agreement, "we" means AOHunt, LLC., and "you" means the applicant.

### I. Enrollment in the Program

To begin the enrollment process, you will submit a complete Program application to us. We will evaluate your application and will notify you of your acceptance or rejection. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.

### II. Partner ID

Once you have been notified that you've been accepted into the Program, we will provide you with a unique Partner ID. The Partner ID is used to permit accurate tracking, reporting, and commission fees accrual. You must ensure that each of the links between your site and our site, described in Section III, properly utilizes the Partner ID.

### III. Links on Your Site

We will provide you with guidelines and procedures to use in linking to our Site. To permit accurate tracking, reporting, and commission accrual, we will provide you with special "tagged" link formats (MyTopo Links) to be used in all links between your site and our site. You must ensure that each of the links between your site and our site properly utilizes such special link formats, including the Partner ID described in Section II. You will earn certain commissions, described in Section V, only with respect to activity on our site occurring directly through MyTopo Links; we will not be liable to you with respect to any failure by you to use MyTopo Links.

### IV. Order Processing

We will process Product orders placed by customers who follow MyTopo Links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish. We will be responsible for all aspects of order processing and fulfillment.

### V. Commissions

We will pay you commissions on Qualifying Map Sales to third parties. A Qualifying Map Sale is a map purchase where the customer clicks-through a MyTopo Link from your site to our site and purchases at least one Map within the time periods defined in Section VI. This time period is void if the customer follows a third party's MyTopo Link. We will only pay commissions on such Maps after order, payment and shipping have occurred.

### VI. Commission Schedule

You will earn commissions on all referral sales at 15% (fifteen percent) of the total Qualifying Revenues for all maps purchased

within one-year of the referral. "Qualifying Revenues" are revenues derived by us from our sales of Maps, excluding costs for shipping, handling, returns and bad debt.

### VII. Commission Payment

We will pay you commissions on a monthly basis. Within 10 days following the end of each calendar month, we will send you a check for the commissions earned. However, if the commissions payable to you for any month are less than \$25, we will hold payment until the total amount due is at least \$25 or (if earlier) until this Agreement is terminated. In calculating commissions, we will deduct the corresponding commissions from your next monthly payment for customer-returned products.

### VIII. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of myTopo.com. Accordingly, all myTopo.com rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time, and prices and availability may vary.

### IX. Limited License

We grant you a nonexclusive, revocable right to use the graphic images and text provided under the Program Agreement and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Map sales. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

In addition, you grant myTopo.com a nonexclusive, revocable right to use the graphic images and text provided under the Program Agreement and such other text or images for which you grant express permission, solely for the purpose of publishing information about your organization on myTopo.com and branding myTopo.com maps with your organizational logo. This right shall be subject to your trademark usage guidelines as will be provided by you to us from time to time.

### X. Responsibility for Your Site and Materials

You will be solely responsible for the development, operation, and maintenance of your site and promotional materials. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

### XI. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by

either party. Either you or we may terminate this Agreement at any time, 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 site, all links to our site, and all myTopo.com trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are eligible to commissions only on our sales of Qualifying Products that occur during the term, and commissions earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

XII. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by providing you a written change notice or a new agreement. Modifications may include, for example, changes in the scope of available commissions, commission schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our provision of a change notice or new agreement will constitute acceptance of the change.

XIII. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

XIV. Limitation of Liability

We 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 Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

XV. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

XVI. 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 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 your web site. You have independently evaluated the desirability of participating in the

program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

XVII. Miscellaneous

This Agreement will be governed by the laws of the United States and the State of Minnesota. Any action relating to this Agreement must be brought in the federal or state courts located in St. Paul, Minnesota, and you consent irrevocably to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. 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 provision or any other provision of this Agreement.

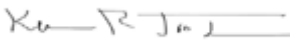
XVIII. Entire Agreement and amendments

This Agreement constitutes the sole and entire agreement of the parties as to the matters set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relation hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

**Company Name:** \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AOHunt, LLC (DBA Mytopo.com)**

Signature:  \_\_\_\_\_  
Printed Name: Kevin R Toohill  
Title: Vice President of Technology  
Date: Monday, August 05, 2002