

SAMPLE AXOM EDUCATION AFFILIATE AGREEMENT

This Axom Education Affiliate Agreement (the “Agreement”) is entered into on _____ (“Effective Date”) by and between the Organization (“Org”) a Pennsylvania non-profit corporation and Axom Education, LLC (“Axom”) a Pennsylvania limited liability company. The parties agree as follows:

1. Overview

- a. This Agreement contains the terms and conditions that apply to you as an affiliate in the Axom Education Affiliate Program (“Program”). The purpose of this Agreement is to allow Org to earn an affiliate commission by promoting the online courses offered at axomeducation.com through your promotion of affiliate links to the Axom website.
- b. Your enrollment in the Program is not complete until this Agreement has been executed by both parties. Axom may reject your application if we determine (at our sole discretion) that your website and/or business is not suitable for the Program for any reason.
- c. The Program is intended for individuals, businesses, and organizations based in the United States with a legitimate and related business interest in the target market Axom serves (including, but not limited to individuals seeking professional development in the nonprofit and for-profit sectors). The Program is not open to individuals or businesses whose primary business focus is on advertising or aggregating affiliate links or for products and services that are not relevant to our target market.

2. Definitions

- a. **Affiliate** is an individual, business, or other entity participating in the Axom Education Affiliate Program that receives a commission for sales on the axomeducation.com website as a result of promoting such products or services with links using an affiliate code.
- b. **Axom Products and Services** are the online courses and any similar products offered for sale on the axomeducation.com website.
- c. **Commission Fees** are the amount you will be paid for each Qualified Purchase by a Referred Customer.
- d. **Commission Threshold** refers to the minimum account balance of commission fees due to Affiliate required for Axom to generate a quarterly payment to Affiliate in any given quarter.
- e. **Qualified Purchase** is any sale made by a Referred Customer that is not excluded by [Section 7, below](#).
- f. **Referred Customer** is a customer who registered for the Axom website using a valid Affiliate Link.

3. Promotional Activities by Affiliate

- a. **Permitted Activities**
 - i. Affiliate may make use of various graphic and textual links provided by Axom or generated through the Axom website to establish a link from Affiliate’s website to

the Axom website, and shall identify such links as affiliate links where appropriate and as required by any applicable law.

- ii. Affiliate may make use of various graphic and textual links provided by Axom or generated through the Axom website in Affiliate's email communications, subject to the following limitations;
 1. Any email addresses on your mailing list must have been added through voluntary enrollment in your list, memberships, prior contact, or other proactive interactions with your organization or business and shall not be a result of unsolicited emails; and
 2. Any such emails must have an option or include instructions on unsubscribing from your mailing list.
 3. The email communications should disclose that Org may receive a commission from sales generated by the email.
- iii. Any advertising, including advertising on social media sites, shall be clearly identified as advertising by/from your organization and not from Axom and shall not create any confusion as to the source of the advertising.

b. Excluded Activities

- i. The following types of activities and promotions are specifically excluded:
 1. Marketing materials and activities that imply that Axom is the source of the materials;
 2. Advertising on search engines or social media websites using Axom as a keyword or search term, and/or implying that Axom is the source of the advertising;
 3. Creating discounts, coupons, or promising refunds or guarantees other than those specifically authorized and provided by Axom;
 4. Spamming or sending unsolicited commercial email or making postings that would constitute spam to social media sites, discussion groups, newsgroups, instant messages or other online forums; and
 5. Using any software or technology that would interfere with commission tracking cookies.

4. Commissions

- a. Affiliate shall be entitled to a 20% commission on all Qualified Purchases, based on the actual dollar amount paid by the customer after any coupons, promotions, or other discounts.
- b. An Affiliate may earn an Affiliate Commission on a transaction where the Affiliate is also a Revenue Partner (course creator who receives a percentage of course sales under a separate licensing agreement), however, the commission due as a Revenue Partner will be reduced by a proportionate share of the Affiliate Commission. (For example, if you are a 50% revenue partner, and a course sale comes from an affiliate, the split will be 40% to the revenue partner, 40% to Axom, and 20% to the affiliate.)

- c. An Affiliate's code attaches to a Referred Customer at the time the Customer first signs up for the Axom website. All future purchases by that Customer will accrue to the original affiliate, even if the Customer clicks through a different affiliate's link for a future course. The Customer must have cookies enabled and must sign up as a user for the Axom website (even if they do not initially purchase a course) within 30 days of clicking on the initial affiliate link for the Affiliate's code to attach to the Customer.

5. Sales Tracking, Reporting, and Payment

- a. Axom Education uses the Thinkific platform for course sales and affiliate tracking, and our Program is subject to the limitations and restrictions of that platform. Axom does not have the ability to retroactively designate a particular user as having originated from an affiliate link and shall not be responsible for an Affiliate Commission if the affiliate's code is not registered for that customer, either because the customer disabled tracking cookies, the customer did not click through the affiliate link, or any other malfunction in the system.
- b. Affiliates shall be able to view their sales and payments at any time by logging into the Axom Education website, subject to any site downtime or maintenance.
- c. Axom shall provide reporting and payments to Affiliates on a quarterly basis within 30 days of the end of each quarter. If the Affiliate's commission check would be less than \$20, Axom may, at its sole discretion, elect to carry the amount due forward to the next quarter, so long as at least one check is issued in any calendar year.

6. Term

- a. This Agreement shall be valid for an initial term of one (1) year from the Effective Date of the Agreement. After the initial one (1) year term, the Agreement will automatically renew on an annual basis on the anniversary of the Effective Date under the same terms, subject to the terminations provisions below.

7. Modification

- a. Axom may modify any of the terms and conditions in this Agreement, at any time, and at our sole discretion. In such event, Org will be notified by email. Modifications may include, but are not limited to, changes in reporting any payment procedures and other terms of this Agreement. If any modification is unacceptable to you, your sole recourse is to end this Agreement. Your continued participation in the Program shall indicate your acceptance of all changes herein.

8. Termination

- a. Axom or Org shall have the right to terminate this Agreement at any time or for any reason upon 10 days written notice (by postal mail or email with read receipt, with the effective date being the date the notice was mailed or sent and not the time the notice was received) to the other party, and in the event of such a termination, Affiliate shall remove all links and cease any further promotion prior to the effective date of the notice.
- b. Axom shall have the right to terminate this Agreement immediately upon written notice to Org (either by postal mail or email with read receipt, with the effective date and time the time the notice was mailed or sent and not the time the notice was received) if Axom has

reason to believe (and at Axom's sole discretion) that Org has engaged in any of the excluded activities specified in this Agreement or any of the activities specified below:

- i. Promotion of sexually explicit materials, violence, discrimination (based on race, sex, religion, nationality, disability, gender identity, sexual orientation, age, or any other protected category), illegal activities, or other objectionable behavior, even if said activities are not related to this Agreement;
 - ii. Infringing or assisting others with activities that infringe on any intellectual property rights of Axom or a third party;
 - iii. Using Affiliate links in any coupon aggregator, deal site, or similar promotions without the prior written consent of Axom;
 - iv. The use of any software downloads in conjunction with affiliate links, including but not limited to those that would enable diversions of commissions from other affiliates in our program;
 - v. Designing your website, emails, or other marketing materials in a way that would lead customers or subscribers to believe that the materials originated from Axom and not from Org; and
 - vi. Failing to comply with any applicable law relating to data security, affiliate promotions, and/or email marketing.
- c. Axom shall not be responsible for any commissions earned by Affiliate after the effective date of a notice of termination given under sections 5a or 5b above, and if the termination is made by Axom under section 5b, above, Axom may decline to pay any commissions earned as a result of or in conjunction with the behavior described therein.

I. DEFINITIONS

Actual Purchase Price means the price the customer actually paid for the course, reflecting any coupons, bundles, or other special pricing or offers.

Affiliate Sale means a sale from an Axom Education customer who originally signed up for the Axom Education website as the result of an affiliate link.

Axom Website means the website on which Axom will post all course materials.

Course means a course which the Org has identified as appropriate for online delivery through Axom Education and for which the Org has provided course materials to Axom.

Course Materials means all audio and video recordings, materials and subsequent updates to any materials, course outlines, instructor manuals, instructor information and biographies, instructor releases, participant guides, PowerPoint documents and other visuals, exams and answer sheets, and any other materials related to the online course.

Days means calendar days.

Written Notice means notice by postal mail or email.

II. COURSES

A. License.

1. This Agreement shall be valid for an initial term of 2 years from the Effective Date of the Agreement. After the initial 2 year term, the Agreement will automatically renew on an annual basis on the anniversary of the Effective Date under the same terms. After the initial two year term, either party may terminate the Agreement upon 30 days written notice to the other party or mutually agree to a new or modified Agreement.

a. Termination of the License Agreement does not automatically terminate the licenses for any currently available Courses. The license for each Course shall be subject to the early termination provisions in section IIA3, below.

2. Org hereby grants to Axom a non-exclusive license and right to use Course Materials derived from Courses for online delivery in accordance with the terms and conditions set forth herein and for no other purposes.

3. The license for each Course shall run for a minimum of two years from the date the Course Materials are provided to Axom. After the initial two year term, the license for any course will automatically renew on an annual basis under the same terms and can be terminated by either party at any time upon 30 days' written notice to the other party.

a. Early Termination. Org may terminate the license for any Course prior to the end of the initial two year term upon 30 days' notice to Axom and subject to an early termination fee of \$200 per Course if the date of the termination notice is within one year of the date the Course Materials were provided to Axom, and \$100 per course if the date of the termination notice is between one and two years from the date the Course Materials were provided to Axom. Said termination notice shall not take effect until the termination fee is paid.

4. Axom expressly acknowledges Org's and the course presenters' ownership of all rights, title and interest, including copyrights, in the Course Materials, except where the copyright of another party is expressly noted.

5. Axom shall be permitted to refer to Courses as being offered in partnership with the ORG in any marketing materials for the Course. Likewise, ORG may refer to Courses as being offered in partnership with Axom Education in any marketing materials for the Course.

B. Royalty Payments.

1. Axom shall pay to ORG royalty payments for sales of ORG courses as follows:

a. 50% of the actual purchase price paid for each purchase of a Course that is not an affiliate sale.

b. 40% of the actual purchase price paid for each purchase of a Course that is an affiliate sale where the ORG was not the affiliate.

c. 60% of the actual purchase price paid for each purchase of a Course that is an affiliate sale where the ORG was the affiliate (representing a 40% revenue partner commission under this Agreement and a 20% affiliate commission under the ORG's affiliate agreement, for a total of 60%).

2. The parties will mutually agree on the pricing for each Course at the time the Course Materials are submitted, or by prior agreement as to the pricing scale for ORG's courses. ORG and/or Axom may offer promotional coupons and discounts as part of marketing efforts. Royalty payments will be calculated based on the actual purchase price after any coupons or discounts have been deducted.

3. Axom will make royalty payments for course sales and provide an accounting of all sales on a quarterly basis, within 30 days of the end of each calendar quarter.

4. Org may elect to share all or a portion of royalties for Org course sales with course presenters. Such arrangements must be designated for each Course at the time Course Materials are submitted. Axom will allow and provide accounting for up to two (2) payees per Course, provided that each payee provides Axom with a completed W-9 at the time the Course Materials are submitted.

III. NO EXCLUSIVITY

A. Presentations by Others.

Axom acknowledges that the license granted under this Agreement is non-exclusive and that other entities or persons may also be given the rights to present ORG Courses.

VII. GENERAL PROVISIONS

A. Relationship Between Parties.

Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Org and Axom.

B. Governing Law.

This Agreement shall be governed by Pennsylvania law.

C. Waiver.

The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.

D. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.

E. Entire Agreement and Modification.

This Agreement constitutes the final written expression of the agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding unless it is set forth in writing and signed by both parties.

F. Limitations on Liability

Axom shall not be liable to BA for any indirect, incidental, consequential, special, or exemplary damages (including but not limited to the loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. In addition, except as outlined elsewhere in this Agreement, in no event shall Axom’s cumulative liability to BA arising out of or relating to this Agreement exceed the total commission fees paid to you under this Agreement.

G. Indemnification

BA hereby agrees to indemnify and hold harmless Axom, its subsidiaries and affiliates, their directors, officer, employees, agents, partners, and members against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses arising from any claim that Course Materials provided to us by BA infringe on any intellectual property rights of a third party, any misrepresentation or breach of covenant by BA to a third party, and/or any claim related to the statements made by BA including but not limited to statements made on your website or social media accounts.

IN WITNESS WHEREOF, ORG and Axom, acting through their duly authorized representatives, hereby execute this Agreement as of the date and year first above written.

For Orgr Association:

For Axom Education, LLC:

Signature

Signature