

Supplemental Terms Applicable to Marketing Affiliates

Egeria Corporation dba OpenGrants ("Egeria") and the affiliate ("Affiliate") agree to enter into this Marketing Affiliate Program Agreement ("Agreement") in order to establish a mutually beneficial relationship for the promotion of Egeria's products or services.

Affiliate Obligations

1. Affiliate agrees to use only approved marketing materials provided by Egeria in promoting Egeria's products or services.
2. Affiliate agrees to comply with all applicable laws and regulations, including those related to advertising, privacy, and data protection.
3. Affiliate agrees to maintain accurate and up-to-date customer information, and to promptly provide such information to Egeria upon request.
4. Affiliate agrees that the scope of this agreement applies only to the OpenGrants API and WordPress plugin products.

Commission Structure

1. Egeria agrees to pay Affiliate a commission of 20% of the net sale price for each sale generated through Affiliate's marketing efforts. This payment will be made in perpetuity for any subscription revenue.
2. Egeria agrees to pay Affiliate within 30 days of the end of each calendar month, provided that the commission earned during that month exceeds the minimum payment threshold of \$100.

Payment Terms

1. Egeria will pay all commissions to Affiliate via a Stripe Connect account.
2. Egeria reserves the right to withhold payment of commissions in the event of suspected fraud or violation of the terms of this Agreement.
3. Affiliate is responsible for all taxes related to their commissions.
4. Affiliate agrees to use links provided by Egeria to make sales.

Intellectual Property

1. Egeria grants Affiliate a non-exclusive, non-transferable license to use Egeria's trademarks and other intellectual property solely for the purpose of promoting Egeria's products or services.
2. Affiliate agrees to cease using any Egeria trademarks or other intellectual property upon termination of this Agreement.

Termination

1. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.
2. Upon termination, Affiliate agrees to immediately cease all use of Egeria's trademarks and other intellectual property.

Representations and Warranties

1. Affiliate represents and warrants that they have the legal right and authority to enter into this Agreement, and that their performance under this Agreement will not violate any law or infringe upon any third-party rights.
2. Egeria represents and warrants that its products and services are of high quality and will be delivered in a timely and professional manner.

Confidentiality

1. Both parties agree to keep all confidential and proprietary information shared during the course of this Agreement confidential, and to use such information solely for the purposes of performing their obligations under this Agreement.
2. Both parties agree to return or destroy all confidential and proprietary information upon termination of this Agreement.

May 23rd, 2024

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Developed at OpenGrants

