

1. By accepting the terms in the Quantum Optical Affiliate Program Agreement, you are entering into a legal agreement with Quantum Optical, Inc. ("Quantum"), and you agree to be bound by the terms and conditions of this Agreement, all of which are enumerated herein.

2. Definitions

"Quantum Marks" means any of the trademarks, service marks, trade names, names, designs, logos, images and/or other proprietary names or marks owned by Quantum.

"Quantum Site" means a continuing education web site offering fee-based online CE, controlled and owned by Quantum.

"Link" means a URL hyperlinked to text, a graphic, a search field or another information object on Your Site.

"Your Site" means the web site maintained by you indicated on your application form under "URL of Site".

3. Quantum's Rights and Responsibilities

3.1 Quantum will provide to you affiliate-specific graphical and textual Links that will enable users of Your Site to click through to the Quantum Site.

3.2 Quantum is, and during the Term will remain, solely responsible for the development, maintenance and operation of the Quantum Site.

4. Your Rights and Responsibilities

4.1 You are, and during the Term (as defined in paragraph 8) will remain, solely responsible for the development, maintenance and operation of Your Site and for all materials and content that appear on Your Site. You will defend and indemnify Quantum from and against any and all third party claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) arising out of the operation of Your Site, including but not limited to the content of Your Site.

4.2 You will display the Link provided by Quantum and will place the Link on Your Site, enabling users of Your Site to click on the Link. You may display the Link as many pages of Your Site as you wish.

4.3 You will display the Links on Your Site in the form, manner and presentation described in the Usage Guidelines attached as Exhibit A to this Agreement and in accordance with such additional instructions as Quantum may provide to you from time to time ("Usage Instructions"). You understand that Quantum may, at its sole discretion, modify the Usage Guidelines and Usage Instructions at any time. You will not reformat or otherwise change the Links without the prior written consent of Quantum. You will not be entitled to a commission for referrals of reformatted Links.

4.4 You will not create, publish, or distribute any item that references Quantum without first submitting such item to Quantum and receiving Quantum's written consent.

5. License

5.1 Quantum hereby grants to you, during the Term and subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-transferable, non-assignable, royalty-free license to place Links solely on Your Site in connection with the exercise of your rights under this Agreement. You acknowledge and agree that Quantum and/or its licensors own exclusively all right, title and interest in the Links and the Quantum Marks and that you have no rights in the Links or the Quantum Marks other than the limited license granted herein.

5.2 You recognize that there is a great value to Quantum in the Links and the Quantum Marks and goodwill associated therewith and that all uses by you of the Links and the Quantum Marks shall inure to the benefit of Quantum. You shall not, during the Term or thereafter, directly or indirectly, assert any interest or property rights in the Links or the Quantum Marks or contest the validity of any of the Quantum Marks or exclusive ownership of them. You shall not adopt, use, or register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any of the Quantum Marks or any word or mark similar to any of them in any jurisdiction.

5.3 Your use of the Links and the Quantum Marks is subject to Quantum's Usage Guidelines, which are attached as Exhibit A to this Agreement. You will not use the Quantum Marks in a manner that disparages Quantum or its products or services, or portrays Quantum or its products, partners or services in a false, competitively adverse or poor light. You will comply

with Quantum's requests as to the use of Quantum Marks and will avoid taking any action that diminishes the value of any of the Quantum Marks.

6. Commissions - Reporting

- 6.1** Quantum will pay you a commission of \$5.00 USD when a visitor of Your Site clicks the affiliate specific URL we provide you and becomes either a Gold or Platinum member of our site ("Valid Referral"). You acknowledge and agree that Quantum will pay a commission only on valid referrals that meet the definition above of a "Valid Referral", and not on any other click-throughs. Quantum shall have the right, in its sole discretion, to determine whether Valid Referrals are fraudulent or derived from improper use of the Links. Quantum shall not be required to make any payments to you in connection with this Agreement other than the commissions on Valid Referrals, if earned.
- 6.2** Quantum will pay you such commissions (less any taxes that Quantum may be required to withhold) within thirty (30) days following the end of each calendar quarter for which such commissions are generated.

7. Term and Termination

The term of this Agreement (the "Term") will begin on the date Quantum receives this signed agreement, and will continue in full force and effect until terminated pursuant to paragraph 8 in this Agreement. Either party shall have the right, in its sole discretion for any reason whatsoever, to terminate this Agreement at any time by giving the other party 60 (sixty) days written notice; provided, however, that Quantum can terminate this Agent immediately in the event it deems the content on your site objectionable or if Quantum becomes aware that you are or you have used any automated means to generate additional Valid Referrals, including, but not limited to a script, macro, or any programmed robot or agent. Upon termination by either party, the license set forth in paragraph 6.1 shall automatically terminate, and within 30 days after termination, you must remove the Links and any Quantum Marks from Your Site and will destroy or erase from your computer memory any items containing the Links and/or the Quantum Marks. Paragraphs 5.1, 6.2, 8, 9, 10 and 11 will survive the termination or expiration of this Agreement. In addition, you will be entitled to no additional commissions for Valid Referrals generated by your site after the effective date of the termination of this agreement.

8. Indemnification by Quantum Optical; Disclaimers, Limitations and Reservations

- 8.1** Subject to the limitation on Quantum's liability in paragraph 9.3, Quantum will defend and indemnify you from and against any and all third party claims, damages, liabilities, costs and
- 5.2** **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, QUANTUM DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND**
- 8.3** **QUANTUM WILL NOT BE LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR MULTIPLE DAMAGES (INCLUDING, WITHOUT**

PARAGRAPH 7.

9. Confidentiality

During the Term, you may have access to certain nonpublic information of Quantum which a reasonable person would consider confidential or which Quantum has indicated as "confidential" or "proprietary" ("Confidential Information"). Confidential Information does not include information that is generally known and available to the general public through no fault of yours. You agree (i) to hold in confidence, and not disclose, any Confidential Information to any third party; (ii) not to use any Confidential Information for any purpose except performing your obligations under this Agreement; and (iii) to use reasonable measures to keep Confidential Information confidential. These obligations shall continue for three (3) years following termination of this Agreement.

10. Miscellaneous

- 10.1** Quantum may modify any of the terms and conditions contained in this Agreement. Quantum will attempt to notify you via e-mail of any such modification. If a modification is unacceptable, you may terminate this Agreement by giving notice as provided in paragraph 8. If you do not give Quantum notice within a reasonable time and continue to display the Links on Your Site, then you will be deemed to have accepted the modifications.
- 10.2** The parties are independent contractors, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between them. Neither party will represent itself to be an employee, agent or representative of the other, and neither party will have the right or authority to create any obligation or responsibility on the other's behalf.
- 10.3** Neither Quantum nor you will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence.
- 10.4** You may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Quantum.
- 10.5** Any notice to be given under this Agreement shall be in writing and shall be deemed delivered if delivered by e-mail: if to you, to you at the e-mail address provided on the Affiliate Application; and if to Quantum, to info@quantumoptical.com.
- 10.6** The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
- 10.7** This Agreement and Exhibit A – Quantum Usage Guidelines - represent the entire agreement between the parties with respect to the Quantum Optical Affiliate Program. If any provision of this Agreement is held to be invalid, such invalidity will not effect the remaining provisions. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of New Jersey, without reference to its choice of law rules. Each party agrees that any and all actions brought to enforce this Agreement or resolve any dispute arising out of this Agreement shall be brought solely in the federal or state courts having jurisdiction in New Jersey, and each party hereby consents to and agrees to submit to the exclusive personal jurisdiction and venue of such courts.

Exhibit A - Quantum Usage Guidelines

You may use the Links solely for the purpose authorized herein by Quantum and only in compliance with the specifications, directions, information and standards supplied by Quantum and modified by Quantum from time to time.

You agree to comply with any requirements established by Quantum concerning the style, design, display and use of the Links; use correctly the trademark symbol ™ or registration symbol ® with each use of the Quantum Marks as part of the Links as instructed by Quantum; and use the registration symbol ® upon receiving notice from Quantum of registration of any Quantum Marks that are part of the Links.

You may not use or alter the Links in any manner that may dilute, diminish, or otherwise damage Quantum's rights and goodwill in any Quantum Marks that are part of the Links.

You may not use the Links in any manner that implies sponsorship or endorsement by Quantum of services and products other than those provided by Quantum.