
Affiliate Service Agreement

This Affiliate Service Agreement (“Agreement”) is made and entered into as of the ____ day of MONTH, 2023, by and between S. C. Harrell Consulting Services LLC, an Arizona Limited Liability Company, (“S. C. Harrell Consulting Services”) (aka, “HonuaTreEAI”) and _____ (“Affiliate”).

This Agreement establishes the terms by which S. C. Harrell Consulting Services will provide Affiliate with access to an online education solutions that will serve its needs as educational service providers in their the State of _____. Affiliate understands that this Agreement represents a contractual relationship solely with S. C. Harrell Consulting Services , LLC. and not with any other organization.

S. C. Harrell Consulting Services, LLC has developed relationships with various organizations to facilitate the delivery of its educational solutions to target markets over the Internet.

In consideration of the mutual promises contained herein, the parties agree as follows:

Article I. Definitions

As used herein the following terms shall have the following meanings:

"Content" means information, communications, software, photos, video, graphics, music, sounds and other material and services, collectively.

"S. C. Harrell Consulting Services" means S. C. Harrell Consulting Services , LLC, its assignees, licensees, and successors.

"Associates" means the business service providers, distribution partners, and business partners affiliated with S. C. Harrell Consulting Services LLC.

"Website" means HonuaTreEAI.com, and HonuaTreeDirectory.com, and S. C. Harrell Consulting Services, LLC. ' corporate website

"HonuaTreEAI.com" means the domain for S. C. Harrell Consulting Services over the Internet.

"Educational Solutions" (the "Solutions") means any educational solutions provided by S. C. Harrell Consulting Services or its 3rd-Party suppliers whether in hardcopy, on CD-ROM, via the Internet through HonuaTreEAI.com or through one of S. C. Harrell Consulting Services ' Associate's website.

"Notice" shall mean written notice provided by registered mail, fax, e-mail or as a notice on the HonuaTreEAI.com home page.

"Agreement" means all of the terms and conditions set out in this Affiliate Service Agreement, including Exhibits and Addenda.

"Affiliate" means the organization, individual or other designated person who is registered for access to educational solutions under the terms of this Agreement.

“Users and Memberships” means the individuals or other persons, other than the Affiliate, including Affiliate Subscribers, who access or uses the Solutions provided by S. C. Harrell Consulting Services .

Article II. Terms of Service

Section 2.01 Registration

(a) Incorporation and Acceptance of Terms of Use

By registering as an Affiliate of S. C. Harrell Consulting Services , Affiliate accepts all of the Terms of Use, which are presented in this Agreement or which may be available on HonuaTreEAI.com and HonuaTreeDirectory.com and which may change from time to time at the sole discretion of S. C. Harrell Consulting Services. Affiliate's use of educational solutions made available by S. C. Harrell Consulting Services will constitute Affiliate's acceptance of all of such Terms of Use.

S. C. Harrell Consulting Services provides Affiliate notice of any change(s) to the Terms of Use by posting a notice of the change(s) on its home page.

(b) Record Keeping

S. C. Harrell Consulting Services will maintain a record of Affiliate's acceptance of these terms and conditions. Affiliate should understand that Affiliate's use of educational solutions provided by S. C. Harrell Consulting Services is, at all times, subject to and pursuant to this Agreement.

(c) Contractual Relationship

Affiliate hereby acknowledges that Affiliate is entering into a contractual relationship solely with S. C. Harrell Consulting Services and not with S. C. Harrell Consulting Services ' Associates (i.e., business service providers, market partners, and distribution partners affiliated with S. C. Harrell Consulting Services).

Section 2.02 General Provisions

(a) License

Use of the Solutions provided by S. C. Harrell Consulting Services are licensed, not sold, to Affiliates for use only under the terms contained herein, and S. C. Harrell Consulting Services reserves any rights not expressly granted to Affiliates. Affiliate acknowledges that Affiliate may not sublicense, transfer, sell, or assign this license. Any attempt to sublicense, transfer, sell, or assign the license shall be void.

S. C. Harrell Consulting Services and its Associates, reserves the rights to alter the design, architecture, algorithms, database schemata, and/or structure of any software element or dependent infrastructure of their websites.

(b) Restricted Use

In connection with the registration of Affiliate that is accepted by S. C. Harrell Consulting Services , S. C. Harrell Consulting Services will issue to Affiliate access to the Solutions relating to Affiliate's use of the Solutions. Only Affiliate and its assigned and authorized Users (Affiliate's Subscribers and designated Annexed Partners) shall be permitted to use

the Solutions. Any use of the Solutions by an unregistered third party (e.g. friend, colleague) shall be deemed to be a violation of this Agreement; and S. C. Harrell Consulting Services, at its sole discretion, may terminate this Agreement and access to educational solutions with respect to Affiliate that permitted such third-party use. All provisions of this Agreement apply to all memberships, sub-memberships, and alternate aliases associated with Affiliate's membership. Each Affiliate is responsible for the use of his or her membership(s) under any alias on that membership, and for ensuring full compliance by Affiliate of that membership with this Agreement.

(c) Equipment

Affiliate is responsible for obtaining and maintaining all equipment necessary to connect to the Solutions. Affiliate is also required to provide his or her own Internet access through an Internet Access Provider and a World Wide Web Browser like Google, Netscape® Navigator™ version 4.2 or Microsoft® Internet Explorer™ version 4.01 SP2.

Affiliate is responsible for all expenses incurred to connect to the Solutions including all Internet access charges and telephone charges for connecting with or using the Solutions.

(d) Governing Laws

Affiliate agrees to use the Solutions in a manner consistent with any and all applicable laws and regulations.

(e) Privacy Pledge

S. C. Harrell Consulting Services may use or disclose certain information regarding Affiliate. This use or disclosure shall be limited as set forth in the company's Privacy Policy. In the event of any conflict between the terms of this Agreement and the Privacy Policy, the terms of the Privacy Policy shall control.

Affiliate may restrict S. C. Harrell Consulting Services' use or disclosure of all information regarding Affiliate except that information provided by Affiliate to S. C. Harrell Consulting Services in connection with Affiliate's registration for use of the Solutions. In addition, information regarding an Affiliate's credit card number(s) and bank account number(s) which Affiliate supplies to S. C. Harrell Consulting Services will be used or disclosed only for the purposes for which such information was collected, or as required by law.

Affiliates' addresses, phone numbers, and other relevant information will be provided to information providers, service providers and merchants for the purposes for which such information was collected.

(f) Other's Information

No Affiliate shall use any other Affiliates' or Users' information, personal or otherwise, for any commercial purpose or to obtain direct financial gain (e.g. mass marketing). Any such use shall be deemed to be a violation of this Agreement; and S. C. Harrell Consulting Services, at its sole discretion, may terminate this Agreement and access to the Solutions with respect to any Affiliate that uses such information for a commercial purpose or to obtain direct financial gain.

Section 2.03 Services and Fees

S. C. Harrell Consulting Services agrees to perform for, and/or provide to, Affiliate the services described in the "Services" section of the exhibits listed below; furthermore, based on the

placement his or her initials next to the services desired, Affiliate agrees to pay all fees for the Solutions Affiliate uses according to the terms in the "Fees" section of the exhibits listed below:

- (i) **Exhibit A:** Area Administrator _____ (Initials)
- (ii) **Exhibit B:** Community-Based Organization (CBO) Affiliate _____ (Initials)
- (iii) **Exhibit C:** Adult Education Services _____ (Initials)

Section 2.04 Period of Service

Access to the Solutions will become effective upon the Affiliate's and S. C. Harrell Consulting Services' acceptance and the execution of this Agreement. Affiliate's access to the Solutions will continue until terminated as described in Section 2.05 or elsewhere in this Agreement.

Section 2.05 Termination

(a) License and Access Rights

This license and the right to access the Solutions will cease immediately upon termination of this Agreement.

(b) Effective Termination

This Agreement and Affiliate's access to use the Solutions may be terminated at any time one (1) year after the day and year first written above, and without cause, by Affiliate or S. C. Harrell Consulting Services by sending Notice to the other party. Affiliate is liable for any charges incurred by the Affiliate or Affiliate's Subscribers until the effective date of such termination. Termination of this Agreement by Affiliate will be effective thirty (30) days after S. C. Harrell Consulting Services receives Notice of such termination from Affiliate. Termination of this Agreement by S. C. Harrell Consulting Services will be effective thirty-(30) days after Affiliate receives Notice of such termination from S. C. Harrell Consulting Services .

(c) Breach

S. C. Harrell Consulting Services reserves the right, at its sole discretion, to immediately, without notice suspend or terminate this Agreement and an Affiliate's access to the Solutions upon any breach of this Agreement by Affiliate.

(d) Rights and Duties

Upon termination, all rights and duties of the parties toward each other shall cease except:

- (i) Affiliate shall be obliged to pay, within fifteen (15) days of the effective date of termination, all amounts owing to S. C. Harrell Consulting Services as of the date of termination and related expenses, if any, in accordance with the provisions of Section 2.03 (Services and Fees) hereof less any right of setoff for amounts S. C. Harrell Consulting Services owes Affiliate; and
- (ii) Article III (Proprietary Rights), Article V (Indemnity), and Article VII (Arbitration and Equitable Relief) shall survive termination of this Agreement.

Article III. Proprietary Rights

Section 3.01 Copyright, Trademarks, Patents and Other Rights

Affiliate hereby acknowledges the following:

- (i) S. C. Harrell Consulting Services permits access to Content that is protected by copyrights, trademarks, patents, and other intellectual and proprietary rights ("Rights");
- (ii) These Rights are valid and protected in all media and technologies existing now or later developed; and
- (iii) except as explicitly provided otherwise, this Agreement and applicable copyright and other laws govern Affiliate's use of such Content.

Affiliates may not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material subject to any Rights. The burden of determining that any information, software, or any other of S. C. Harrell Consulting Services ' or its Associates' Content on is not protected by Rights rests with Affiliate.

Affiliate acknowledges that S. C. Harrell Consulting Services and/or third-party Content providers remain the owners of the posted materials (other than the Content described below), and that Affiliate does not acquire any of those ownership rights by downloading copyrighted materials.

Section 3.02 Submitted Content

By submitting Content to any "public area" of HonuaTreEAI.com or HonuaTreeDirectory.com (e.g., dashbosrd, message boards, forums, member profiles, yellow pages, and job folder), Affiliate grants S. C. Harrell Consulting Services and its Associates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights), and license, subject to the privacy restrictions set forth in Article II, Section 2.02(e) (Privacy Pledge), to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display such Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such Content.

Affiliate also warrants that the holder of any Rights, including moral rights in such Content, has completely and effectively waived all such Rights and validly and irrevocably granted to Affiliate the right to grant the license stated above. Affiliate also permits all Users to access, display, view, store and reproduce such Content for personal use. Subject to the foregoing, the owner of such Content placed on S. C. Harrell Consulting Services ' websites retains any and all Rights that may exist in such Content.

Article IV. Third Party Services

Section 4.01 Vendors

Affiliate may order services or merchandise through S. C. Harrell Consulting Services or its websites from other persons not associated with S. C. Harrell Consulting Services ("Vendors"). All matters concerning the merchandise and services desired from Vendor, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely

between Vendors and Affiliate. S. C. Harrell Consulting Services makes no warranties or representations whatsoever with regard to any goods or services provided by Vendors.

Affiliate will not consider S. C. Harrell Consulting Services nor will S. C. Harrell Consulting Services be construed as a party to such transactions, whether S. C. Harrell Consulting Services may have received some form of revenue or other remuneration in connection with the transaction or be liable for any costs or damages arising out of, either directly or indirectly, Affiliate or any other person involved with or related to the transaction.

Section 4.02 Other Services

S. C. Harrell Consulting Services may include special routing icons which may be located within its website, the activation of which will allow Affiliate to access and learn more about S. C. Harrell Consulting Services and other services provided by S. C. Harrell Consulting Services, its Associates, or other persons. When Affiliate accesses any of these services, Affiliate's rights and obligations will be governed by the agreements and policies relating to the use of the services.

Section 4.03 "As-Is" Warranty

S. C. Harrell Consulting Services provides its services on an "as-is" basis, without warranty of any kind, express or implied, including, without limitation, any warrant for information, services or products provided through or in connection with its website. S. C. Harrell Consulting Services specifically disclaims:

- (i) any warranty of merchantability or fitness, where applicable, and
- (ii) any warranties concerning the availability, accuracy or content of information, products or services.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

Section 4.04 Use and Misuse of Posted Information

S. C. Harrell Consulting Services acknowledges that its Affiliates may be posting personal, business, and/or private information on HonuaTreEAI.com and hereby disclaim any responsibility for the use or misuse of such information by an Affiliate or User that violates any law or the personal privacy of any other Affiliate.

Section 4.05 Affiliate Copyrights

S. C. Harrell Consulting Services is not the publisher or author of any works posted by Affiliates. S. C. Harrell Consulting Services does not approve nor edit any Content posted by Affiliates. S. C. Harrell Consulting Services disclaims all copyright and other rights in such works and all responsibility for them.

S. C. Harrell Consulting Services will archive postings for the purpose of providing useful or important information to its members on an ongoing basis. Such archives will also be used to minimize system downtime in the event of a malfunction. By posting on S. C. Harrell Consulting Services' website, Affiliate is giving S. C. Harrell Consulting Services permission to copy and/or store Affiliate postings for these purposes.

Section 4.06 Flawless Function

S. C. Harrell Consulting Services cannot promise, and will not be deemed to promise that its hardware or software will function flawlessly. S. C. Harrell Consulting Services fully intends to keep its system functional at all times. However, in the event that, due to circumstances beyond S. C. Harrell Consulting Services' control, S. C. Harrell Consulting Services' services malfunction or become unavailable to all or some members, S. C. Harrell Consulting Services will not be liable for any direct, consequential or incidental damages, whether foreseeable or not, which may result from such unavailability or malfunction, except that S. C. Harrell Consulting Services may, in its sole discretion, choose to credit members' accounts for such interruptions of service.

Section 4.07 Downloads

If Affiliate downloads any software or otherwise executable files from HonuaTreEAI.com or other such S. C. Harrell Consulting Services websites, S. C. Harrell Consulting Services is not responsible for any direct, consequential or incidental damages caused by such software or files.

Section 4.08 External Content

S. C. Harrell Consulting Services is not responsible for the Content on the Internet or World Wide Web pages that are contained outside of its website. As a convenience to our members, S. C. Harrell Consulting Services provides links to many resources that are beyond our control. S. C. Harrell Consulting Services makes no representations as to the quality, suitability, functionality, or legality of any sites to which it may provide links, and Affiliate hereby waives any claim Affiliate may have against S. C. Harrell Consulting Services with respect to such sites.

Section 4.09 Advertisements

By permitting classified and personal advertising, S. C. Harrell Consulting Services makes no warranties or representations of any kind as to the accuracy of the Content or suitability of the subject matter of any such advertisement. S. C. Harrell Consulting Services specifically disclaims liability for direct, consequential, or incidental damages arising from such advertisements.

By posting a personal or classified advertisement on S. C. Harrell Consulting Services' websites, Affiliate promises that the Content of Affiliate's advertisement is true, and that Affiliate will indemnify S. C. Harrell Consulting Services against any claims which may arise from Affiliate's advertisements. By responding to a classified or personal advertisement on S. C. Harrell Consulting Services' website, Affiliate waives any claims against S. C. Harrell Consulting Services for damages arising from such advertisement or Affiliate's reliance upon statements in such advertisement.

Article V. Indemnity

At S. C. Harrell Consulting Services' request, Affiliate agrees to defend, indemnify, and to hold harmless S. C. Harrell Consulting Services, its officers, directors, and employees from any claims arising from Affiliate's use of the Solutions or Affiliate's breach of this Agreement, including, without limitation, claims of copyright infringement, patent infringement, misappropriation of trade secrets, libel, slander, trade libel, defamation, harassment, invasion of privacy or fraud.

Affiliate agrees to hold S. C. Harrell Consulting Services harmless from any claims and expenses, including reasonable attorney's fees and court costs, related to Affiliate's violation of this Agreement, including any information, software, or other Content placed on its website by Affiliate.

Affiliate specifically agrees to indemnify S. C. Harrell Consulting Services for any losses, costs, or damages, including reasonable attorneys' fees incurred by S. C. Harrell Consulting Services and relating to, or arising out of, any breach of Article IX.

Article VI. System Maintenance

Occasionally the S. C. Harrell Consulting Services website(s) will not be available for use by Affiliates. Although S. C. Harrell Consulting Services' policy is to minimize the amount of time it may spend upgrading and maintaining the site, S. C. Harrell Consulting Services reserves the right to take the site down at any time if required.

Article VII. Arbitration and Equitable Relief

Section 7.01 Arbitration

Except as provided in Article VIII, S. C. Harrell Consulting Services and Affiliate agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Tucson, AZ in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. S. C. Harrell Consulting Services and Affiliate shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses.

Section 7.02 Equitable Relief

Affiliate agrees that it would be impossible or inadequate to measure and calculate S. C. Harrell Consulting Services' damages from any breach of the covenants set forth in this Agreement. Accordingly, Affiliate agrees that if Affiliate breaches this Agreement, S. C. Harrell Consulting Services will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of any such provision. Affiliate further agrees that no bond or other security shall be required in obtaining such equitable relief and Affiliate hereby consents to the issuances of such injunction and to the ordering of such specific performance. S. C. Harrell Consulting Services' liability under this Agreement shall in no event exceed the full amount, if any, that would be refunded to Affiliate in the event that this Agreement expired under its terms.

Article VIII. Other Provisions

Section 8.01 Full Force and Effect

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

Section 8.02 Governing Laws

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Arizona (without regard to provisions of conflicts of laws). Each party irrevocably consents to the jurisdiction of the courts in Arizona and the federal courts situated in Arizona in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

Section 8.03 Notices

Notices to be provided under the terms of this Agreement will, except as otherwise expressly provided herein, be delivered by either party hereto by certified mail return receipt requested or S. C. Harrell Consulting Services may deliver such notice by e-mail through its website or by facsimile. All such notices will be deemed delivered when the notice is placed in the US Mail, or in the case of an e-mail by S. C. Harrell Consulting Services, upon Affiliate's accessing such e-mail, or in the case of a facsimile, upon electronic confirmation of receipt by the facsimile machine.

Section 8.04 Strict Performance

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

Section 8.05 Assignment of Rights

S. C. Harrell Consulting Services may assign its rights and obligations under this Agreement and upon such assignment, S. C. Harrell Consulting Services will be relieved of any further obligation hereunder.

Section 8.06 Affiliate Authority

Affiliate represents to S. C. Harrell Consulting Services that Affiliate has the authority to accept the Solutions made available by S. C. Harrell Consulting Services according to this Agreement.

Section 8.07 Fee Changes

Unless otherwise stated and/or restricted elsewhere in this Agreement, S. C. Harrell Consulting Services reserves the right to change and/or charge fees, surcharges, and membership fees at any time upon thirty (30) days prior Notice to Affiliate.

Section 8.08 Fraud

Affiliate may not place orders, or attempt to pay for the Solutions using any expired, false or unauthorized credit card, or false or unauthorized bank or financial institution information.

Section 8.09 Affiliate Changes and Observation of Breaches

Affiliate must promptly inform S. C. Harrell Consulting Services of:

- (i) changes in the expiration date of any credit card they use in connection with the Solutions,
- (ii) any changes to the bank or financial institution account they use in connection with the Solutions,
- (iii) changes in Affiliate's home, business, or billing address, and
- (iv) apparent breaches of security, such as loss, theft, or unauthorized disclosure of use of a credit card, bank or financial institution account, ID, or password.

Section 8.10 Affiliate's Liability

Until S. C. Harrell Consulting Services receives Notice of a breach of security, Affiliate will remain liable for any unauthorized use of their membership (subscribers) and other authorized users. Affiliate is responsible for all charges at the time the service is used.

Section 8.11 Membership Suspension

S. C. Harrell Consulting Services reserves the right to suspend access to the Solutions for Affiliate's membership(s) immediately, without Notice, upon rejection of any credit card charges, non-payment, non-payment by Affiliate's bank or financial institution of authorized charges or any other indication of credit problems.

Article IX. Online Conduct Policy

Affiliate's use of the Solutions will be governed by the following rules of conduct:

Section 9.01 Rightful Enjoyment

Any action by an Affiliate that, in S. C. Harrell Consulting Services' sole opinion, restricts or inhibits other Affiliates from using and enjoying the Solutions (such as but not limited to, the use of vulgar, profane, or otherwise offensive language; inappropriate aliases; committing or discussing with the intention to commit illegal activities) is strictly prohibited.

Affiliate specifically agrees not to submit, publish, or display on the website any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material; nor will Affiliate encourage the use of controlled substances.

Transmission of material, information, or software in violation of any local, state or federal law is prohibited and is a breach of this Agreement. Affiliate specifically agrees not to upload, post or reproduce in any manner any materials protected by copyright without the permission of the copyright owner.

Section 9.02 Misuse

S. C. Harrell Consulting Services, at its sole discretion, may remove Content deemed to be unacceptable or in violation of this Agreement or Online Conduct Policy. S. C. Harrell Consulting Services, at its sole discretion, further reserves the right to immediately terminate, without Notice, an Affiliate who misuses the website, including, without limitation classifieds, threaded discussions or chat.

Section 9.03 Vulgarity, Profanity and Offensive Language

The S. C. Harrell Consulting Services website is a community-oriented service. As such, S. C. Harrell Consulting Services' goal is to provide a useful and enjoyable place for all Affiliates and Users. Using vulgar, profane, or offensive language is not allowed in public areas such as public chat rooms, classifieds, or discussion folders. If Affiliate uses vulgar, profane, or offensive language online, even if masked by symbols or other characters, Affiliate's access may be terminated.

Article X. Entire Agreement

This Agreement constitutes the entire understanding between the parties as to the subject matter hereof, and supersedes all prior agreements and understandings. Any legally unenforceable provision of this Agreement will, at the election of S. C. Harrell Consulting Services, be deleted or modified to correct the defect and, regardless, the remainder of the terms of this Agreement will remain valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AFFILIATE

S. C. Harrell Consulting Services LLC

AFFILIATE OFFICER NAME,
TITLE

Samuel C. Harrell,
Member Manager

ADDRESS
CITY, STATE ZIP

S. C. Harrell Consulting Services, LLC

P.O. Box 18500
Tucson, AZ 85731

Phone: () -

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email:

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