

MyCrowd Affiliate Terms of Service (Operating Agreement)

(Online Application Form: <http://bit.ly/19LorL5>)

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MYCROWD, A QASOURCE COMPANY. BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THIS AGREEMENT YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview.

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in MyCrowd's Affiliate Program. The purpose of this Agreement is to allow you to make referrals from your website to the MyCrowd website in the manner set forth herein. Please note that throughout this Agreement, "we," "us," and "our" will mean MyCrowd, and "you," "your," and "yours" will mean you, the affiliate.

2. Enrollment in the Affiliate Program.

(a) Completion of the Application: If you have not already done so, you need to complete an application to the Affiliate Program. You need to identify your website, describe how you plan to implement the program, provide certain contact information. The application can be found at www.MyCrowd.com/affiliates .

(b) Acceptance of Your Application. You understand that we may accept or reject your application at our sole discretion. Your application will be rejected if any of the information you provide is incorrect or incomplete, or if your website promotes materials of a sexual, pornographic, violent, or defamatory nature, or if you or your website discriminate, violate any applicable law, violate any person's intellectual property rights.

(c) You Will Use Your Existing MyCrowd Tester Login to Access All Information: Login to MyCrowd to view your dashboard. From this website you will be able to download the Referral Specifications and Referral Materials and receive your reports that will describe our calculation of the Referral Fees due to you. It is your responsibility to keep your username and password information secure.

3. As an Affiliate What You Have to Do.

(a) Link to Our Site:

(i) As a member of MyCrowd's Affiliate Program, you will implement the links, widgets, ads and other means of linking your website to our website pursuant to the

Referral Specifications set forth at www.MyCrowd.com/affiliates . At this site you will be able to download certain technical materials, including without limitations, links, HTML code, other software or applications, widgets, pixels, associated banner ads, copy and other content, and any documentation for the foregoing (collectively, "Referral Materials").

(ii) We have the right to monitor your website as we feel necessary to make sure that you have used the Referral Materials and implemented and maintained the Referral Specifications properly. We will notify you of any changes that we feel should be made. Any failure by you to use the Referral Materials properly or to implement changes that we request will be a violation of this Agreement and grounds for termination.

(b) Give Us Your Full Cooperation: You agree to cooperate with us fully to establish and maintain any links between the our website and your website.

(c) Maintain Your Site: The maintenance and the updating of your website will be your responsibility. Because you are a member of our Affiliate Program and our information is updated often, it will be necessary for you to update the Referral Materials on your website on a regular basis to maintain consistency and accuracy between the our website and the Referral Specifications. We may monitor your website as we feel necessary to make sure it is up-to-date and to notify you of any changes we feel should be made, which changes you will promptly implement.

(d) Follow All Copyright Laws: It is entirely your responsibility to follow all applicable copyright and other laws that pertain to your website. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible if you use another person's copyrighted material in violation of the law.

4. As an Affiliate What You Need to Know and Understand.

(a) We Can Monitor Your Site: You give us the right to monitor your website at any time to determine if you are following the terms and conditions of this Agreement, and to notify you of any changes we feel you should make to remain in compliance. Failure to comply is a violation of this Agreement and grounds for termination.

(b) We Determine the Policies for the Purchases: Customers who purchase products through referrals made in the Affiliate Program will be considered our customers. All our rules, policies, and operating procedures concerning customer orders and customer service will apply to those customers. We may change our policies and operating procedures at any time.

(c) You Cannot Send Out Publicity Without Our Consent: You may not create, publish, distribute, or permit any written or electronically transmitted publicity

material that makes reference to us without first submitting the material to us and receiving our consent.

(d) Starting Date of this Agreement: This Agreement will begin upon our acceptance of your Affiliate application.

(e) How this Agreement can be Ended: Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax.

(f) We Can Modify this Agreement: We may modify any of the terms and conditions in this Agreement, at any time in our sole discretion. You may be notified by email and a change notice may be posted at www.MyCrowd.com/affiliates. Modifications may include, but are not limited to, changes in the scope of Referral Fees, payment procedures, and Affiliate Program rules, or to Referral Specifications or Referral Materials. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in the Affiliate Program following the posting of the change notice or new agreement on our site will indicate your agreement to the changes.

5. As an Affiliate What You Receive.

(a) You Earn Referral Fees: Except in states in which such a transaction is not permitted, you are eligible to earn Referral Fees during the term of this Agreement. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. The exact amount of Referral Fees due to you in any given quarter will be calculated in the following manner:

(i) Affiliate shall be compensated within approximately 30 days of the end of each month. Commission shall be computed for the previous month from the 1st day of the month (at midnight PT) up-to and including the last day of the month (11:59pm PT.) Value will be computed by amounts actually charged to customer within the time period; authorizations or open projects will not be counted until they are completed.

- Pay-per-bug commissions. Commission calculated on total amount paid by customer.
- Test Scripts and Email Scripts. Commission calculated on total amount paid by customer.
- SaaS Monthly Subscriptions. Commission calculated on total single month plan bill amount. (does not include annual plans, which are TBD.)
- Customer Solutions. Standard commission will apply for any pay-per-bug features, test scripts or monthly plans. Additional custom work shall earn 5% commission for each month work is performed and billed. In the event of a one-off project, a single payment of 5% shall be given even if project work spans more than one month.

Commission Rates for each sale type. Percentages are based on months from original sale.

COMMISSION STRUCTURE

Original Sale	Month 2	Month 3	Month 4
Month 5			
Month 6 - 12			
Pay-per-bug	10%	10%	1%
1%			
1%			
Test Scripts and Email Scripts	10%	1%	1%
1%			
1%			
SaaS Subscriptions	100% 5%	5%	5%
5%			
5%			
Custom Solutions	5%	5%	5%
5%			
5%			

* In the event a customer charges back an amount that has already by paid out in commission, an adjustment will be made in the following commission period. Large single-transactions may be delayed 30 days or longer to ensure customer payment is received and processed before paying commission. Customer payments that are on a PO or NET, shall be paid within approximately 30 days from receiving customer payment.

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The Referral Fee shall be less taxes, returns, credits, and shipping. A “Referral” is a person that you refer from your website to our website using the Referral Materials in accordance with the Referral Specifications. Final determination as to whether to accept a Referral as a customer is at our sole determination.

(ii) Payment of Referral Fees will be made available in the MyCrowd dashboard approximately 30 days after the end of each month. If this Agreement terminates, Referral Fees due at the time of termination will be paid at the end of the quarter following termination. Referral Fees are based on amounts we actually receive from Referral customers during the month.

(iii) If we determine that payment of Referral Fees to you in any jurisdiction is illegal under any laws, then we may reserve the right to not pay Referral Fees for any sales made in that jurisdiction.

6. Grant of Licenses.

(a) Subject to all the terms and conditions of this Agreement, we grant to you a non-exclusive, non-transferable, revocable right to: (i) grant your end-users access to our website solely through the Referral Materials used in accordance with the Referral Specifications and (ii) solely in connection with such activities, to use the Referral Materials and Referral Specifications. You may not alter, modify, or change the Link Referral Materials and Referral Specifications in any way. You are only

entitled to use the Referral Materials and Referral Specifications to the extent that you are a member in good standing of our Affiliate Program.

(b) You grant to us a non-exclusive, non-transferable, revocable right to use your names, titles, and logos in the advertising, marketing, promoting, and publicizing in any manner of our rights under this Agreement. However, we are under no obligation to so advertise, market, promote, or publicize.

(c) Each party agrees not to use the other's proprietary materials in any manner that is disparaging or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Either party may revoke this license at any time by giving the other party written notice. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

7. As An Affiliate More Things You Need To Know and Understand.

(a) Disclaimer: WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING MYCROWD. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

(b) Representations and Warranties: You represent and warrant to us that:

(i) This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

(ii) You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

(iii) You have sufficient right, title, and interest in and to the rights granted to us in this Agreement; and,

(c) Limitations of Liability: WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF YOU HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL REFERRAL FEES PAID TO YOU UNDER THIS AGREEMENT.

(d) Indemnification: You agree to indemnify and hold harmless MyCrowd and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of this Agreement. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding.

(e) Miscellaneous:

(i) Each party shall be deemed to be independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating any partnership, joint venture, employment, agency, fiduciary, or other similar relationship.

(ii) You may not assign your rights or obligations under this Agreement to any party, and any attempt to do so will be void and without effect. We are free to assign this Agreement.

(iii) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to the conflicts of laws and principles thereof.

(iv) You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

(v) This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

(vi) The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

(vii) If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

(viii) YOU HAVE READ AND TAKEN INTO ACCOUNT THE LIMITATION OF LIABILITY AND WARRANTY DISCLAIM PROVISIONS OF THIS AGREEMENT PRIOR TO ACCEPTING THIS AGREEMENT.