

QUARTILE REFERRAL AGREEMENT

By tapping or clicking the "I Agree" button below, you ("Referring Party") hereby (i) acknowledge that you have read and understand this Agreement and (ii) agree that you are legally bound by the terms set forth below. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "I AGREE" BELOW.

1. Appointment. Referring Party shall act as a non-exclusive, independent referral source for the Services, subject to the terms and conditions of this Agreement.

2. Referrals.
 - 2.1 Referring Party may, in its discretion, provide Codes to Persons that Referring Party reasonably believes are potential customers of the Services (each, a "**Potential Customer**"). "**Code**" means a coupon code, customer code or other passcode provided by Quartile and entitling the end user to a discount from Quartile's standard charges and/or other customer benefits.
 - 2.2 Quartile, in its sole discretion, may provide, or decline to provide, Services to any Person. In the event Quartile declines, for any reason or no reason, to provide Services to any Person, then Quartile shall have no obligation to Referring Party under this Agreement or otherwise with respect to such Person. Referring Party acknowledges that each Code may (i) provide for discounts and other customer benefits and (ii) be terminated, and shall not be usable, upon expiration or termination of this Agreement or at any other time, in each case, in the sole discretion of Quartile.
 - 2.3 In the event a referral of a Potential Customer is disputed among one or more referral sources, including, without limitation, Referring Party, then Quartile alone shall determine which party is entitled to Referral Fees, if any, with respect to such Potential Customer.

3. Term and Termination. Both Quartile and Referring Party's obligations under this Referral Agreement shall be coterminous with the term of any agreement between Quartile and Eligible Customer (as defined below). Either party may terminate this Agreement at any time by providing written notice to the other party at least ten (10) days prior to the date of termination (the "**Termination Date**"). Upon termination of this Agreement, a list shall be prepared of all pending unfinished business involving any Eligible Customers or Potential Customers introduced by Referring Party (which list shall be agreed to and signed by both parties hereto and shall control any and all claims for Referral Fees after the Termination Date). In no event shall the above-referenced list include any third parties that were not identified to Quartile by Referring Party as Potential Customers as required herein prior to notice being given of termination. Termination of this Agreement shall not affect the rights or obligations of the parties hereto with respect to any breach of this Agreement prior to the Termination Date. Notwithstanding anything in this Section 3 to the contrary, Referring Party shall not be entitled to any Referral Fees due to it as of the Termination Date or thereafter if this Agreement is terminated by Quartile in connection with breach of this Agreement by Referring Party.

4. Referral Fees.
 - 4.1 (a) As full compensation for the services rendered to Quartile by Referring Party under this Agreement, Quartile shall pay Referral Fees to Referring Party with respect to each Eligible Customer, solely as set forth in this Section 4.1. "**Eligible Customer**" means a Potential Customer that subscribes for Quartile services using a Code, in each case, as determined by Quartile.
 - (b) For each Eligible Customer, Quartile will pay Referral Fees to Referring Party equal to 20% of the Sales (as defined below) received by Quartile from such Eligible Customer, pursuant to the Code provided by Referring Party, for Services during the Payment Period. "**Payment Period**" means the one (1)-year period following the date on which Quartile commences the provision of Services to such Eligible Customer, as determined by Quartile, acting reasonably.
 - (c) For purposes of the foregoing, the term "**Sales**" shall mean, with respect to a given Eligible Customer, the amount of revenue actually received by Quartile from such Eligible Customer for the provision of Services to such Eligible Customer, less (i) any and all trade or other discounts or allowances, including, without limitation, credits, refunds and returns, (ii) any and all federal, state and local taxes applicable to the sale and (iii) any and all fees and/or expenses incurred by Quartile in receiving and/or transferring funds, in each case, as determined by Quartile.
 - (d) Referral Fees will be paid not later than the date thirty (30) days following Quartile's actual receipt of Sales

from Eligible Customers to the following account by wire transfer; *provided* that Referral Fees may, in Quartile's sole discretion, be offset by Quartile against amounts payable by Referring Party to Quartile.

4.2 Upon termination of this Agreement as provided in Section 3 hereof, Quartile shall continue to pay Referral Fees (to the extent due) on the basis set forth in Section 3 and Section 4.1 above.

4.3 Referring Party will pay its own out-of-pocket expenses incurred in connection with the performance of its services hereunder.

5. Acting as Finder Only; Non-Exclusivity.

5.1 It is understood that Referring Party is acting as a finder only and shall have no authority to enter into, or negotiate the terms of, any agreements, obligations or commitments on Quartile's behalf. Referring Party hereby agrees to indemnify, defend and hold Quartile and its affiliates, employees, members, managers, officers, agents, and representatives harmless from and against any and all claims, actions, lawsuits, damages, awards or judgments arising out of any such agreements, obligations, or commitments undertaken by Referring Party or the breach thereof or of this Section 5.1.

5.2 Referring Party acknowledges that Quartile may enter into referral agreements or other similar arrangements with other parties on the same or differing terms, in Quartile's sole discretion, and that Referring Party shall have no rights under such agreements or to any fees for Eligible Customers referred to Quartile by others or identified by Quartile itself.

6. Independent Contractor. Quartile and Referring Party intend and agree that Referring Party shall serve as an independent contractor of Quartile. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, principal and agent, or employer and employee.

7. Taxes. Referring Party is solely responsible for the withholding and payment of all taxes (including, without limitation, federal, state and local income taxes, social security taxes, unemployment insurance taxes, self-employment taxes and any other taxes or business license fees, and interest and penalties on such taxes and fees), unemployment insurance, worker's compensation insurance, and any and all other assessments imposed or related to Referring Party's activities hereunder.

8. Restrictive Covenants.

8.1 Intellectual Property. Quartile hereby grants to Referring Party the right to use Quartile's name solely during the Term and solely as reasonably required in connection with the proper performance of Referring Party's services hereunder. Except as expressly permitted pursuant to the immediately-preceding sentence, Referring Party shall not have any other rights in or to, and will not use or publish the trademarks, logos and/or other intellectual property or promotional materials of Quartile, in connection with the provision of Referring Party's services hereunder without the prior written consent of Quartile.

8.2 Compliance with Law. Referring Party shall perform, and shall cause its employees, consultants, subcontractors, other agents and other representatives to perform, all of its services hereunder in accordance with all applicable laws, rules, regulations and industry standards, and in a workmanlike manner.

8.3 No Representations. Referring Party shall not make any representations or warranties regarding the Services, or provide any other descriptions of the Services, except as expressly approved in writing by Quartile.

9. Confidentiality. Each party acknowledges that by reason of its relationship to the other party hereunder, it may have access to certain information and material concerning such other party's business, plans, customers, technology and products that are confidential and of substantial value to such other party, including, without limitation, the terms of this Agreement, which value would be impaired if such information were disclosed to third parties (collectively, the "**Confidential Information**"). The party receiving Confidential Information agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party (other than as required by applicable law or by order of a court of applicable jurisdiction), any such Confidential Information. In the event of termination of this Agreement, there shall be no use or disclosure by the receiving party of any Confidential Information of the other party and any materials related to the other party shall be immediately returned to such other party. The receiving party acknowledges that the provisions of this Section 9 are reasonable and necessary for the protection of the other party and that the other party will be irrevocably damaged if such covenants are not specifically enforced.

10. Injunction/Limitation of Liability. In the event of breach of any provisions of the Agreement, subject to the last sentence of this Section 10, each party may seek all remedies available under applicable law. The remedies herein provided shall be cumulative and no single remedy shall be construed as exclusive. Failure of the injured party to exercise any remedy at any time shall not operate as a waiver of the right of such injured party to exercise any remedy for the same or subsequent breach at any time thereafter. QUARTILE'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO REFERRING PARTY UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY FIRST AROSE.

11. Disclaimer of Warranties. QUARTILE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING ITS PRODUCTS AND SERVICES, WHICH ARE PROVIDED SOLELY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN QUARTILE AND THE APPLICABLE CUSTOMER, WHETHER SUCH ARE EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, OR ARISING UNDER ANY LAW, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED THEREWITH FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE PRODUCTS AND SERVICES, OR FOR INDIRECT, CONSEQUENTIAL, IMPLIED, OR CONTINGENT DAMAGES.

12. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on the signature page(s) to this Agreement, or such other address as the respective party may specify by notice given in accordance with this Section 12. "**Business day**" means any day other than a Saturday, a Sunday or another day on which banks in the city in which the recipient's office is located (as set forth in its address determined in accordance with this Section 12) are authorized or required by law to close.

13. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and assigns; *provided* that Referring Party's obligations are personal in nature and cannot be assigned in whole or in part to any other person or entity without the prior written consent of Quartile.

14. Integration; Amendments. This Agreement contains the entire understanding of the parties. It may amended or waived only by an agreement in writing signed by the parties to this Agreement.

15. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

16. Governing Law. This Agreement shall be interpreted and enforced in accordance with the law of the State of New York (without giving effect to its conflict of laws principles). Each party agrees to and hereby does submit to the exclusive jurisdiction of any state or federal court located in New York County, New York, and courts of appeals therefrom, for all matters relating to this Agreement.

17. No Conflicts. Each party represents and warrants that the execution of this Agreement and the discharge of its obligations hereunder will not breach or conflict with any other contract, agreement, or understanding between such party and any other party or parties.

18. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, neither party shall be considered to be the drafter of the document and the language should not be strictly construed against either party. Each party acknowledges that it has been given the opportunity to consult with its own legal counsel prior to executing and delivering this Agreement.

19. Headings. The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

20. Survival. Sections 3, 4, 5, 8, 9, 10, 11, 15, 16, 18 and 20 shall survive the termination of this Agreement.