



AFFILIATE PROGRAM TERMS OF USE

1. Term

This Agreement will continue in effect from the Effective Date, unless it is cancelled or terminated in accordance with Article 12 to this Agreement.

2. Definitions

2.1 Referred Customer. Each new and unique customer referred from Affiliate through a Link or by word-of-mouth efforts, which meets the criteria set forth in Article 4 below.

2.2 Affiliated Site. The internet website of Affiliate as it relates to this Agreement.

2.3 Chargeback. Any amount of money:

- a. which has been deemed to have been refunded by or returned by Trumpia to a Referred Customer; or
- b. been reversed due to fraud, or otherwise rescinded for any reason; or
- c. which has been retrieved from, reserved against and/or charged against Trumpia under the terms of any applicable credit card or because of government actions, including but not limited to, embargo, court order, reclamation.

2.4 Link. A hyperlink or internet URL placed on the internet by Affiliate that when clicked sends a visitor to the Trumpia website (<http://www.trumpia.com>) via redirection. Links may take many forms including, but not limited to, videos, texts, banners, product images, graphics, buttons, or any format acceptable to Trumpia. Link may connect to any area of the Trumpia website, although commissions will only be issued on Qualified Purchases.

2.5 Qualified Purchase. A sale of Trumpia software to a Referred Customer which meets the criteria set forth in Article 4 below.

3. Affiliate Conditions

3.1 Trumpia Affiliate Program. The Trumpia Affiliate Program is a special marketing program that facilitates Affiliates to participate in promoting and selling the Trumpia software as listed on the Trumpia website.

3.2 Affiliate Obligations. Affiliate will use best efforts via word-of-mouth and Link placement to generate sales leads and Qualified Purchases from Referred Customers for the Trumpia software. Affiliate agrees to utilize Link in full cooperation with Trumpia in order to establish and maintain the Link.

3.3 Affiliate Requirements. Affiliates must be at least eighteen (18) years of age, own a bank account (checking or savings), and supply a valid tax-ID, which may be a social security number for individuals or a federal tax-ID for organizations.

3.4 Performance Review. Trumpia will conduct performance reviews of Affiliate's ability to generate sales leads as well as the number of Qualified Purchases. Trumpia reserves the right to terminate this Agreement in accordance with Article 13 below in the event that Trumpia determines, in its sole discretion, that Affiliate is not performing up to the standard desired.

4. Qualified Commissions

4.1 Commission Determination. Trumpia will pay Affiliate a Commission Fee based on the attached Schedule A for each Qualified Purchase that Affiliate generates for Trumpia under the terms of this Agreement. Each Referred Customer must meet all of the following qualifications for a Qualified Purchase:

- a. Each Referred Customer must be a new and unique customer of Trumpia.
- b. Each Referred Customer must not already have an existing relationship with any of Trumpia's partners, affiliates, or subsidiaries.
- c. Each Referred Customer provide a valid payment for the use of Trumpia software. To generate a Commission Fee, each Referred Customer must be an active, qualified customer and must be up-to-date on all payments at the time Commission Fees are processed and have not been subject to any refund, credit, cancellation, suspension, or Chargeback.
- d. Each Referred Customer must sign up in a manner, which in Trumpia's sole judgement, definitively establishes that the Referred Customer was referred directly from Affiliate to Trumpia under this Agreement (i.e. using a unique identifying code supplied by Trumpia).
- e. Each Referred Customer must remain in compliance with Trumpia Terms of Use, Anti-Spam Policy, and Privacy Policy, and any other policies that are active at the time Commission Fees are processed.

4.2 Withholding of Commission. Trumpia reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms under this Agreement by Affiliate or Referred Customer(s). Trumpia, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, for:

- a. Any account or Qualified Purchase which has not been in good standing as an account of Trumpia for a period of at least thirty (30) days.
- b. All commissions generated for accounts that may be fraudulent including, but not limited to, the use of software that generates fictitious information.
- c. Qualified Purchases deemed by Trumpia to be fraudulent or in the event Trumpia notices a pattern of potentially fraudulent activity including, without limitation, where there are multiple accounts from the same Referred Customer or referral of accounts which do not comply with the terms of this Agreement.
- d. Alteration of Links in any way.
- e. Referred Customers that have been offered or received gifts, coupons, discounts, refunds, credits, or kickbacks from Affiliate or has joined a business-opportunity program (as determined by Trumpia in its sole discretion) that is managed or participated in by Affiliate, unless Trumpia has provided express written consent.
- f. Referred Customers engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by Trumpia and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined by Trumpia.
- g. Affiliates whom Trumpia believes may be artificially submitting Referred Customers,



engaging in the advertisement of business-opportunity sites, using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.

- 4.3 Commission Status. It is the responsibility of Affiliate to monitor the payment, denial and withholding of Commission Fees. Trumpia is not obligated to actively notify Affiliate of the status of Commission Fees. If Affiliate has a question about a Commission Fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day payment was due to contact Trumpia to discuss or reclaim that Commission Fee. Any changes to decisions about cancelled or withheld Commission Fees are strictly at the sole discretion of Trumpia. In the event that Referred Customers via a specific Affiliate are determined to have an excessive cancellation rate, as determined by Trumpia in its sole discretion, Trumpia reserves the right to withhold or decline pending and future Commission Fees for Affiliate and terminate this Agreement.
- 4.4 Commission Accrual and Payments. Subject to the terms of this Agreement, Trumpia will process Commission Fees at the end of the following month in which they accrued. Commission payments are made by direct deposit. Commission Fees do not accrue interest. If a Qualified Purchase is voided, refunded or results in a Chargeback within the timeframe that commission is calculated, the corresponding Commission Fee will be voided as well. The voided commission will be immediately deducted from any Commission Fee accrued or owed. Where no subsequent Commission Fee is due and owing, Trumpia will send Affiliate a bill for the balance of such voided commission. Trumpia reserves the right to recover any voided commission or Chargeback amount from Affiliate by any means necessary including, but not limited to, contacting Affiliate's bank and acting to recover the amount.
- 4.5 Multiple Affiliate Leads. In the event that multiple Affiliates initiate contact with a potential Referred Customer that results in a Qualified Purchase, each Affiliate will be required to show documentation of all contacts made with the Referred Customer. Trumpia will make a determination, in its sole discretion, as to how the Commission Fee will be split between Affiliates. This determination will be based on the initial contact as well as the frequency of contacts made between Affiliates and Referred Customer.

5. Acceptable Use

- 5.1 General Use Terms. Affiliate acknowledges and agrees that Trumpia does not create or assist in the creation of any message or content transmitted by Affiliate or Referred Customer. Affiliate agrees to communicate to Referred Customer to adhere to Trumpia Terms of Use, Anti-Spam Policy, Privacy Policy, as well as any other federal or industry trade regulations or guidelines. Referred Customer is responsible for meeting all legal requirements that apply to content and messages that are published, transmitted, distributed, or otherwise disseminated.
- 5.2 Prohibited Use. Affiliate agrees that it will not artificially inflate trial or new account sign-ups on Trumpia's site using any device, program, robot, script, or other means including, but not limited to, JavaScript pop-up windows and redirects. Any Link placed by Affiliate must be done in such a way that it is not misleading to any visitor.
- 5.3 Prohibited Content. Trumpia strictly prohibits Affiliate from providing, distributing, placing, or

otherwise publishing as an Affiliate under this Agreement any content or website that includes content which is libelous, defamatory, obscene, pornographic, abusive, fraudulent, or violates any law. Affiliate acknowledges that Trumpia may not review all information or content provided by Affiliate. Affiliate agrees to assume all liability for its website and content.

5.4 Guidelines on Testimonials and Endorsements. Affiliate acknowledges that it is Trumpia's intent to treat all individuals fairly and to comply with all Federal Trade Commission ("FTC") regulations related to advertising and endorsements. All endorsements, reviews, testimonials of Trumpia's products and services, as well as relationships, between other types of content websites (forums, blogs, microblogs, and other social media channels) must be clearly disclosed in a separate policy on the Affiliate Site. Under 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising, the FTC points out that "when there exists a connection between the endorser and seller of the advertised product" it is imperative that such a connection is "fully disclosed." The FTC deems the affiliate partner relationship in an endorser-sponsor light and believes that the end user has the right to understand that one exists. Complete guidelines can be viewed on the FTC website (<http://www.ftc.gov>). Trumpia shares the idea of this approach and strongly encourages affiliates to adhere to the FTC's rules. Trumpia reserves the right to withhold commission fees and/or terminate this Agreement should Trumpia determine, at its sole discretion, that Affiliate is not in compliance with the previously mentioned guidelines or other relevant FTC regulations.

5.5 Right to Monitor. Trumpia reserves the right to monitor Affiliate's word-of-mouth efforts, Affiliate Site or any Link used by Affiliate at any time to determine if Affiliate is compliant with the terms of this Agreement. Trumpia may notify Affiliate of any changes to Affiliate Site that Trumpia requires in order to continue Affiliate's participation in the Trumpia affiliate program. Absence of such monitoring does not imply any endorsement or approval.

6. Intellectual Property

The Parties agree that no intellectual property rights are transferred under this Agreement. All content and intellectual property of the Trumpia software is proprietary to Trumpia and is protected under copyright, trademark, and/or patent laws. Trumpia reserves all rights, inclusive of any rights not expressly designated in this Agreement. Affiliate agrees to not use Trumpia's logo, trade names, trademarks, website, and website content without express written consent from Trumpia.

7. Confidentiality

7.1 Definition of Confidential Information. Confidential Information is any and all information relating to the execution of this Agreement that (i) is disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent at the time of disclosure, or (ii) Affiliate knows or should know to be confidential.

7.2 Obligation of Confidentiality. The Parties agree to hold all confidential information and trade secrets in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such confidential information or trade secrets to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purposes other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information

confidential and to require such employees, agents, subcontractors, and representatives to be bound by legally enforceable and binding confidentiality covenants at least as restrictive as the Parties' respective obligations under this Agreement.

7.3 Remedies for Breach of Obligation of Confidentiality. The Parties acknowledge and agree that breach of their obligations of confidentiality may give rise to irreparable injury to the other, which damage may be inadequately compensable in the form of monetary damages. Accordingly, the Parties may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of the non-breaching Party, the immediate termination of this Agreement in whole or in part.

7.4 Duration of Obligation. The obligations of this Article, including all paragraphs within this Article, will apply during the term of this Agreement for all confidential information and will continue after the effective date of termination or expiration of this Agreement: (a) with respect to trade secrets, at any and all times during which such trade secrets retain their status as a "trade secret" under applicable law; and (b) with respect to confidential information, for a three (3) year period.

8. Relationship of the Parties

Affiliates are independent contractors. Nothing contained in this Agreement will be construed as creating any employment, agency, legal representative, partnership, or other form of joint enterprise between Trumpia and Affiliate. Neither party will have authority to contract for or bind the other in any manner whatsoever. Affiliate assumes full responsibility for its actions.

9. Representation and Warranties

9.1 Limited Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRUMPIA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SOFTWARE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, TRUMPIA SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO AFFILIATE.

9.2 Reasonable Efforts. Trumpia will make reasonable commercial efforts to keep its software operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary software interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold Trumpia, its employees, authorized representatives or successors, liable for any of the consequences of such interruptions.

10. Limitation of Liabilities and Damages

10.1 Limitation of Liabilities. TRUMPIA WILL HAVE NO LIABILITY FOR UNAUTHORIZED



ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEBSITE OF AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. TRUMPIA WILL HAVE NO LIABILITY WITH RESPECT TO OUR OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF TRUMPIA HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY DAMAGES ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE REVENUE EARNED BY TRUMPIA AS A DIRECT RESULT OF THIS AGREEMENT.

10.2 Limitation of Damages. TRUMPIA, ITS EMPLOYEES, SUPPLIERS, RESELLERS, OR SUCCESSORS WILL NOT BE LIABLE TO AFFILIATE OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE TRUMPIA SOFTWARE OR ANY INFORMATION PROVIDED ON THE TRUMPIA WEBSITE OR ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF TRUMPIA OR A TRUMPIA AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEBSITE OR ANY HYPERLINKED WEBSITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY IN CERTAIN CIRCUMSTANCES. IN SUCH JURISDICTIONS, TRUMPIA'S LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

11. Indemnification

11.1 General Indemnification. Affiliate agrees that Trumpia has no responsibility or liability as a result of Affiliate's efforts or placement of authorized Links from Affiliate's website, and Affiliate agrees to indemnify, defend, and hold harmless Trumpia and its affiliates, officers, directors, employees, agents, and successors from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement and any dispute arising from this Agreement.

11.2 Recovery of Damages. Trumpia has the right to seek and recover all of its damages caused by Affiliate through any marketing or use of the Trumpia software in an unlawful manner, in a manner that violates Trumpia's Terms of Use, Anti-Spam Policy, Privacy Policy, or in a manner inconsistent with the terms of this Agreement. Affiliate acknowledges that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance, and consequential damages. Affiliate acknowledges and agrees that this provision will apply to all services and software from Trumpia and its affiliates whether or not Trumpia is notified of any possibility of such damages.

12. Termination

12.1 Notice. In the event either Party wishes to terminate this Agreement, the terminating Party must give written notice of its desire to terminate the Agreement.

12.2 Termination for Cause. If Affiliate materially breaches any of its duties or obligations under this Agreement, then Trumpia may terminate this Agreement with written notice to Affiliate. Any attempt by Affiliate to manipulate, falsify or inflate Referred Customers, Qualifying Purchases or Commission Fees to intentionally defraud Trumpia or violation of any of the terms of this Agreement constitutes immediate grounds for Trumpia to terminate this Agreement and will result in forfeiture of any Commission Fees due to Affiliate.

12.3 Termination for Convenience. At any time during the term of this Agreement, Trumpia reserves the right to terminate this Agreement for any reason upon written notice to Affiliate.

13. Assignments

This Agreement will be binding upon the Parties' respective successor and permitted assigns. Neither Party may assign this Agreement, and/or any of its rights and obligations, (except to a successor corporation through merger, consolidation, transfer or any other change of control which will be automatically permitted without consent), without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any attempted assignment without consent will be void and of no effect. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained under this Agreement will take effect to the benefit of, and be binding upon, any such successor corporation and any permitted assignees of the respective parties to this Agreement. It is further understood and agreed that consent by either party to such assignment in one instance will not constitute consent by the party to any other assignment.

14. Governing Law

The validity, construction, and performance of this Agreement and the legal relations of the Parties will be governed by and construed in accordance with the laws of the State of California without giving effect to their conflict of law principles. The Parties agree that the federal or state courts sitting in California will be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.

15. Waiver

A failure or delay of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require at any time performance of any of the provisions in this Agreement, will not be construed to be a waiver of such provision of this Agreement nor will it excuse the other party's performance of such, nor affect any rights at a later time to enforce the provision.

16. Severability

If any provision of this Agreement is found invalid, illegal, or unenforceable by a tribunal or court of competent jurisdiction, the remaining provisions of this Agreement will remain valid and enforceable according to its terms. The invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision, which, being valid, legal, and enforceable, comes closest to the intention of the Parties. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity, or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

17. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Parties will use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration by a mutually agreeable arbitrator.

18. Entire Agreement

This Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement on the subject matter contained in this Agreement. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the same subject matter are expressly merged into and superseded by this Agreement. The Parties do not intend that the provisions of this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than any expressly stated in this Agreement.



SCHEDULE A

Plan Name	Price per Account	Affiliate Commission per Account (One-Time)
Trumpia Enterprise - Monthly ARB	\$985	\$675
Trumpia Enterprise - Prepaid 3 Months	\$2,955	\$745
Trumpia Enterprise - Prepaid 12 Months	\$8,274	\$875
Trumpia Enterprise - Prepaid 24 Months	\$11,820	\$1,000
Trumpia Multi-location - Monthly ARB	\$485	\$375
Trumpia Multi-location - Prepaid 3 Months	\$1,455	\$415
Trumpia Multi-location - Prepaid 12 Months	\$4,074	\$485
Trumpia Multi-location - Prepaid 24 Months	\$5,820	\$565
Trumpia Single Location - Monthly ARB	\$285	\$250
Trumpia Single Location - Prepaid 3 Months	\$855	\$275
Trumpia Single Location - Prepaid 12 Months	\$2,394	\$325
Trumpia Single Location - Prepaid 24 Months	\$3,420	\$375
Textpedite Professional - Monthly ARB	\$119	\$115
Textpedite Professional - Prepaid 3 Months	\$357	\$130
Textpedite Professional - Prepaid 12 Months	\$1,000	\$150
Textpedite Professional - Prepaid 24 Months	\$1,428	\$175
Textpedite Premium - Monthly ARB	\$99	\$95
Textpedite Premium - Prepaid 3 Months	\$297	\$105
Textpedite Premium - Prepaid 12 Months	\$832	\$125
Textpedite Premium - Prepaid 24 Months	\$1,188	\$145
Textpedite Standard - Monthly ARB	\$79	\$80
Textpedite Standard - Prepaid 3 Months	\$237	\$90
Textpedite Standard - Prepaid 12 Months	\$664	\$105
Textpedite Standard - Prepaid 24 Months	\$948	\$120



Textpedite Basic - Monthly ARB	\$49	\$50
Textpedite Basic - Prepaid 3 Months	\$147	\$55
Textpedite Basic - Prepaid 12 Months	\$412	\$65
Textpedite Basic - Prepaid 24 Months	\$588	\$75

* In the event a Qualified Purchase does not correspond to any plan listed in the above table, Trumpia reserves the right to determine the Commission Fee based on the most comparable plan listed.