

CONSTANT CONTACT® CHAMBER OF COMMERCE PROGRAM AGREEMENT

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU BY CLICKING THE "I HAVE READ AND AGREE TO THE TERMS & CONDITIONS" BUTTON DISPLAYED HEREWITH. YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT BEFORE CLICKING THE "I HAVE READ AND AGREE TO THE TERMS & CONDITIONS" BUTTON. BY CLICKING ON THE "I HAVE READ AND AGREE TO THE TERMS & CONDITIONS" BUTTON, YOU ARE REPRESENTING THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, ORGANIZATION OR OTHER LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN YOU MUST NOT CLICK ON THE "I HAVE READ AND AGREE TO THE TERMS & CONDITIONS" BUTTON AND YOU WILL NOT BE ELIGIBLE FOR PARTICIPATION IN THE CHAMBER OF COMMERCE PROGRAM.

Last updated July 6, 2017

This Constant Contact Chamber of Commerce Program Agreement (the "Agreement") is entered into as of the date that this Agreement is accepted by Constant Contact as set forth below after you click on the "I have read and agree to the Terms & Conditions" button on behalf of your company, organization or other legal entity for whom you have authority to enter into this Agreement (hereafter, such party shall be referred to as "Chamber"). This Agreement is between Chamber and Constant Contact, Inc., a Delaware corporation ("Constant Contact"). Constant Contact and Chamber are each hereinafter sometimes individually referred to as the "Party" and collectively as the "Parties."

CONSTANT CONTACT CHAMBER OF COMMERCE PROGRAM AGREEMENT

Constant Contact and Chamber wish to enter into this Agreement to facilitate Chamber's efforts to promote and market Constant Contact's products and services, all on the terms and conditions hereinafter set forth.

The Parties hereby agree as follows:

1. Definitions.

- (a) "Chamber Marketing Account" has the meaning set forth in Section 3 of this Agreement.
- (b) "Chamber Site" means Chamber's web site through which prospective Members will access the Landing Page.
- (c) "Constant Contact Materials" means any information, content and materials provided by Constant Contact to Chamber describing the Products for use with marketing the Products.
- (d) "Constant Contact Site" means a Constant Contact web site, including www.constantcontact.com and any related domains and subdomains, through which prospective customers or members may subscribe to the Products and/or customers or members may access and use the Products.

(e) "Integrated Product" means a variety of online tools and resources to create, launch, and manage online email, survey, event, social media and other campaigns provided by Constant Contact to businesses and organizations.

(f) "Intellectual Property" means any and all intellectual property or proprietary rights under any jurisdiction including (i) Marks, and all goodwill associated therewith and symbolized thereby; (ii) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications thereof; (iii) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights therein and thereto, and registrations and applications thereof; (iv) trade secrets; (v) all moral rights in the foregoing (that is, the right to claim authorship of or object to the modification of any work); and (vi) all applications, renewals, extensions, restorations and reinstatements of the foregoing.

(g) "Landing Page" means a Constant Contact Site, from which prospective Members may subscribe to the Products, that is branded with Constant Contact's Marks, pursuant to this Agreement.

(h) "Marks" means the trademarks, including registered and common law trademarks, trade names, service marks, logos, domain names and designations of a Party.

(i) "Member" means a third party that has subscribed to the Products through use of the Landing Page that has not been removed from Chamber's account by Constant Contact (i) following such Member's request or (ii) because such Member requires access to certain templates or other features and belongs under another partner, as determined by Constant Contact (e.g. a franchisee who requires access to a franchisor's templates).

(j) "Member Data" means information relating to Members collected by or for Constant Contact in connection with the Products, including the Member's contact information.

(k) "Products" means the Email and Email plus tiers of the Integrated Product and any other Constant Contact online products and services.

(l) "Subscriber" means for each Member, the individuals or entities contained within a Product database for such Member's use of such Products.

(m) "Subscriber Data" means all information and data relating to Subscribers collected by Constant Contact in connection with the Member's use of the Products, including Subscribers' names, addresses, e-mail addresses, and the like.

(n) "User Agreements" means Constant Contact's Web Site and Products Terms and Conditions of Use, Privacy Statement, Anti-Spam Policy, and any other acceptable use policy, content restrictions, user agreements, and other terms and conditions governing use of the Products, generally available through the Constant Contact Site, as each of the foregoing may be amended by Constant Contact from time to time in its sole discretion.

2. Chamber Activities and Responsibilities.

(a) Appointment. Subject to the terms and conditions of this Agreement, Constant Contact wishes to engage Chamber on a non-exclusive basis to provide the resale, referral, promotion and marketing services set forth in this Agreement, and Chamber accepts such engagement and wishes to refer, promote and market the Products.

(b) Marketing and Promotion. Subject to the terms and conditions of this Agreement, Chamber shall actively promote and market the Products on the Chamber Site and in promotional messages to Members and prospective Members in accordance with Constant Contact's then-

current policies and requirements. During the Term of this Agreement, Chamber shall send out at least one (1) email campaign per calendar quarter to its Members, with such campaigns to be provided to Chamber by Constant Contact, and will engage in at least one additional quarterly marketing activity focusing on Constant Contact, as directed by Constant Contact. Chamber's marketing efforts may include efforts such as: including Constant Contact Materials in any welcome kits the Chamber distributes to new members; disseminating marketing collateral; conducting training sessions and informational briefings; making joint educational marketing-related presentations and product demonstrations; email or direct mail campaign to Chamber's members; and/or email introduction of Constant Contact to Chamber's members. Upon Constant Contact's request, Chamber will provide Constant Contact with evidence of quarterly email marketing campaigns and other marketing activities performed in compliance with this Section. It is expected that Chamber will adhere to the same industry best practices with respect to its marketing activities as Constant Contact.

(c) Name and Logo. Notwithstanding anything set forth herein to the contrary, during the Term, Chamber grants to Constant Contact a non-exclusive, royalty-free right and license to use and publicly display Chamber's name and logo for the purposes of identifying the Chamber as a member of its Chamber of Commerce Program. Constant Contact has the right to include Chamber in its partner directory or marketplace

(d) Link from Chamber Site to Landing Page. Promptly following the Effective Date, the Parties will establish a link, using links and navigation procedures specified by Constant Contact from the Chamber Site to the Landing Page. Upon establishing such links and navigation procedures, Constant Contact shall make the Products available to prospective Members, subject to the User Agreements. The Chamber will maintain the link to the Landing Page for the Term.

(e) Corporate Sponsorship. Chamber will list Constant Contact as a corporate supporter (e.g. donor, partner, sponsor) on the appropriate webpage on its website during the Term.

(f) Marketing Collateral. Constant Contact, in its sole discretion and subject to Constant Contact's then-current policies and procedures and any applicable terms and conditions, may provide Chamber with (i) marketing collateral (which may include electronic marketing materials and corporate logo, marketing brochures, product lists, tutorials or demonstrations) concerning the Products in such quantities as deemed necessary by Constant Contact and (ii) access to the Constant Contact Extranet website for promotional materials for marketing Constant Contact, in each case, for distribution to prospective Members and other valid purposes. Additional content may be provided to Chamber by Constant Contact, in its sole discretion, upon request by Chamber.

(g) Costs. Each Party will be responsible for its own out-of-pocket expenses (for example, travel expenses, marketing materials and other direct costs) incurred in connection with the marketing and other activities contemplated by this Agreement.

(h) Limitations. Chamber is authorized to represent to prospective Members only those facts about the Products as are stated in current Product descriptions and advertising or are delivered in other non-confidential or non-proprietary written material. Chamber is not authorized to transfer, sell or license or otherwise assign, or enter into binding agreements for, any of Constant Contact's products or services. During the Term, Chamber may only use the Products to promote the Products and Chamber's products and services to current or prospective Members (for example, Chamber may not send out emails on behalf of its Members by means of the Chamber Marketing Account).

(i) Contact Information. Chamber shall be responsible for providing true, accurate, current and complete contact information to Constant Contact as requested by Constant Contact, and

agrees to update such information if it changes.

(j) Constant Contact Policy and End User Requirements. Chamber agrees to Constant Contact's policies posted on the Constant Contact Site and in effect from time to time, including, without limitation, the User Agreements. Chamber shall not distribute or otherwise make available the Products to any third party (each an "End User") except through the Landing Page and Chamber shall not make the Products available to an End User unless such End User acknowledges and agrees to abide by, or Chamber is authorized to bind End User to abide by, the User Agreements.

3. Discount; Chamber Marketing Account.

(a) Discount. Subject to the terms and conditions set forth herein, Constant Contact will provide Chamber's members with a pre-payment discount (the "Discount") in accordance with the terms and requirements set out at <http://www.constantcontact.com/chambermembers>. Constant Contact's obligation to provide the Discount shall take effect upon the Effective Date and continue for the duration of the Term but shall not survive beyond the termination of the Agreement. Constant Contact shall provide the Discount to Chamber pursuant to Constant Contact's then-current discount procedures. Such procedures will be made available to Chamber upon written request by Chamber.

(b) Chamber Marketing Account. Subject to Constant Contact's then-current policies and procedures, Constant Contact shall provide Chamber with a free Constant Contact account during the Term (the "Chamber Marketing Account"). The Chamber Marketing Account includes the features and limitations set forth on Exhibit A attached hereto and made a part of this Agreement. Chamber's use of the Chamber Marketing Account is subject to the User Agreements (other than with respect to any fees waived, as described on Exhibit A). The Chamber Marketing Account may not be resold or sublicensed. Chamber will be responsible for all fees associated with any use of the Chamber Marketing Account to the extent Chamber (i) does not meet the requirements described on Exhibit A or (ii) exceeds the threshold levels described on Exhibit A. Chamber will also be responsible for all fees associated with any use of the Chamber Marketing Account for any additional Products, services or functionality that are not described on Exhibit A and for which Constant Contact charges a separate fee. Notwithstanding anything set forth herein to the contrary, Constant Contact reserves the right, in its sole discretion and with or without notice, to modify the features and limitations of the Chamber Marketing Account, which includes the right to remove the right to such account entirely.

4. Intellectual Property.

(a) IP Ownership. Constant Contact shall retain sole and exclusive right, title, and interest to each Constant Contact Site, the Products, the technology underlying or related to the Products, Constant Contact's Intellectual Property, including all intellectual property rights in and to all aspects of the Products, and the Constant Contact Materials. Chamber shall retain sole and exclusive right, title, and interest to Chamber's Intellectual Property. Except as licensed herein, this Agreement does not transfer any Intellectual Property rights between the Parties.

(b) Marks License.

(i) Constant Contact Marks. During the Term and subject to the terms and conditions set forth herein, Constant Contact grants to Chamber a non-exclusive, non-transferable, royalty-free right and license to use and publicly display the Constant Contact Marks solely (A) in connection with any activities set forth herein, (B) with prior written approval of Constant Contact in connection with each use, and (C) in accordance with Constant Contact's standard trademark guidelines or other restrictions imposed in the approval.

(ii) Chamber Marks. During the Term and subject to the terms and conditions set forth herein, Chamber grants to Constant Contact a non-exclusive, nontransferable, royalty-free right and license to use and publicly display the Chamber Marks solely (A) in connection with any activities set forth herein, (B) with prior written approval of Chamber in connection with each use, and (C) in accordance with Chamber's standard trademark guidelines provided to Constant Contact or other restrictions imposed in the approval.

(iii) Trademark Review and Approval. Each Party will have the right to pre-approve any and all uses of such Party's Marks, including any marketing collateral (whether off line or online) and press releases related to the Agreement.

(iv) Termination Based on Trademark Usage. Each Party shall be entitled to terminate this Agreement without penalty if, in its reasonable discretion, the use by the other Party of its Marks tarnishes, blurs, or dilutes its Marks or misappropriates the associated goodwill and such problem is not cured within three (3) business days of receiving notice of the problem.

(c) Sales and Marketing Materials License. During the Term, Constant Contact grants Chamber the non-exclusive, non-transferable, non-sub licensable right and license to: (i) use the Constant Contact Materials during the Term solely in conjunction with the marketing and promotion of the Products, and (ii) modify certain of the Constant Contact Materials expressly designated for such purpose by incorporating Chamber's Marks, subject to Constant Contact's prior written approval. All such modified materials will be deemed Constant Contact Materials under this Agreement, except that Constant Contact's ownership of the Constant Contact Materials shall not include any of Chamber's Marks included therein. Chamber agrees that Chamber will not at any time during the Term or thereafter assert or claim any interest in or do anything that may adversely affect the validity of the Constant Contact Materials or Constant Contact Marks, or any other materials, trademark, trade name or product designation belonging to or licensed to Constant Contact.

(d) Data License. Subject to the terms and conditions of this Agreement, (i) Chamber hereby grants to Constant Contact a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, irrevocable license to use the Member Data and Subscriber Data to provide the Products to Chamber and Members and (ii) Chamber hereby grants to Constant Contact a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, irrevocable license to use the Member Data in connection with the Products and to communicate with Members regarding the Products (including with respect to the marketing and sale of other Constant Contact products and services). Chamber represents that it has the right to grant the foregoing rights to Constant Contact.

5. Confidentiality and Non-Disclosure and Data Privacy.

(a) Confidential Information

(i) Defined. A Party's "Confidential Information" is defined as any information of the disclosing Party, which (i) if disclosed in a tangible form is marked using a legend such as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving Party from the context of disclosure or from the information itself, to be confidential, or (ii) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving Party from the context of disclosure or from the information itself to be confidential. "Confidential Information" of Constant Contact shall include any data about its customers or users that it makes available to Chamber from time to time in its sole discretion ("Constant Contact User Data").

(ii) Mutual Obligations. Each Party shall (A) hold the other Party's Confidential Information in confidence, (B) not disclose such Confidential Information to third parties nor

use the other Party's Confidential Information for any purpose other than as required to perform its obligations under this Agreement or as expressly permitted hereby and (C) use the same degree of care to protect the confidentiality of the other Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). Such restrictions shall not apply to Confidential Information that (i) is already known by the recipient, (ii) becomes publicly known through no act or fault of the recipient, (iii) is received by recipient from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the other Party's Confidential Information. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the Party subject to such requirement shall immediately notify the disclosing Party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information. The Parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or early termination of this Agreement or until such time as such information becomes public information through no fault of the receiving Party.

(iii) Ownership. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party.

(b) Data Privacy. Chamber agrees to treat Personal Information (as defined below) in accordance with the provisions set forth below. With respect to Personal Information that is also Constant Contact's Confidential Information, the following obligations shall be in addition to the obligations set forth above (the Parties agreeing that in the event of any conflict, the provision affording the greater protection to the information shall control):

(i) Chamber may receive or have access to certain personal, individually-identifiable information in connection with this Agreement, including Constant Contact User Data (the "Personal Information").

(ii) Chamber shall only use or disclose the Personal Information as necessary to perform its obligations under this Agreement, or pursuant to the unambiguous prior consent of the individual (for which Chamber has the responsibility of obtaining), or as otherwise required by law.

(iii) Chamber shall implement reasonable precautions to protect the Personal Information from loss; misuse; and unauthorized access, disclosure, alteration, or destruction. Chamber shall promptly report to Constant Contact any improper or prohibited use or disclosure of the Personal Information of which it becomes aware.

(c) Subscriber Data. Constant Contact and Chamber each acknowledge that it shall not make any use of the Subscriber Data except as necessary for permitted use of the Products by Members and/or Subscribers or as consented to by a Subscriber.

6. Term and Termination.

(a) Acceptance; Term. Constant Contact may, in its sole discretion, accept this Agreement within ten (10) days following the date that Chamber clicks the "I have read and agree to the Terms & Conditions" button (the date on which Constant Contact provides such acceptance shall be the "Effective Date"). If Chamber is accepted as a Constant Contact partner, Chamber will be notified at the email address Chamber provided during the registration process; otherwise, Chamber will not be eligible to participate in the Constant Contact partner program described herein. If Constant Contact does not accept this Agreement in writing by the end of the ten (10) day period, the Agreement is deemed rejected. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of one (1) year from the Effective Date (the "Initial Term"). The Agreement shall thereafter automatically renew for successive

one (1) year periods (each a "Renewal Term"; all such Renewal Terms together with the Initial Term, the "Term"), unless either Party sends written notice of non-renewal at least thirty (30) days prior to expiration of the current one (1) year term.

(b) Right to Terminate. Notwithstanding any other provision hereof, this Agreement may be terminated as follows: (i) by either Party with fifteen (15) days advance written notice; (ii) in the event either Party materially breaches any of the provisions hereof, and such breach is not curable, this Agreement shall be immediately terminable by the non-breaching Party upon written notice to other Party (any violation of the Confidentiality and Non-Disclosure provisions hereof shall constitute a non-curable breach); or (iii) immediately by either Party in the event that the other Party becomes insolvent, files or is forced to file any petition in bankruptcy, or makes an assignment for the benefit of its creditors.

(c) Effect of Termination. Any termination of this Agreement shall not release Chamber from paying any fees owed to Constant Contact for any periods prior to or after termination. Upon termination of this Agreement for any reason, all rights granted herein shall immediately cease, including any fee waivers granted to Chamber in connection with the Chamber Marketing Account, and Chamber shall immediately cease all marketing and promotion of the Products and all use of the Landing Page. Additionally, Chamber shall immediately delete, destroy or return all originals and copies of any Constant Contact Confidential Information, including all documentation, manuals, instructions and other information associated with the products and services, and upon request, provide Constant Contact with certification thereof. Without in any way limiting the foregoing, the Parties agree that following termination of this Agreement, Constant Contact may continue to make the Products available directly to Members, without any liability or obligation to Chamber.

7. Representations and Warranties; DISCLAIMER.

(a) General. The Parties each represent and warrant as of the Effective Date and for as long as this Agreement is in effect as follows: (i) if the Party is an entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized, is duly qualified and in good standing as a foreign corporation in every state in which the character of its business requires such qualifications, and has the power to own its property and to carry on its business as now being conducted and the execution and delivery of this Agreement and compliance with all provisions of this Agreement are within the corporate power and authority of such Party; and (ii) the Agreement has been duly executed and constitutes a valid and binding agreement, enforceable in accordance with its terms. Chamber further represents and warrants that the person clicking on the "I have read and agree to the terms and conditions" button has the authority to enter into this Agreement on behalf of Chamber and bind Chamber to the terms and conditions hereof.

(b) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF ITS PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CONSTANT CONTACT MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET USER REQUIREMENTS OR THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

8. **Indemnification.** Chamber shall defend, indemnify and hold Constant Contact harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) incurred by Constant Contact as a result of any third-party claim against Constant Contact resulting from or relating to Constant Contact's use of the Chamber Marks, the content on

Chamber's website, Chamber's unauthorized marketing, promotion, use or distribution of the Products, Chamber's failure to abide by the applicable terms of any User Agreement, Chamber's breach of this Agreement, or the infringement or misappropriation of any patent, copyright, trademark, or other intellectual property right of any third party that relates to any information provided to Constant Contact by Chamber.

9. **Limitation of Liability.** EXCEPT FOR CHAMBER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (a) EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CHAMBER TO CONSTANT CONTACT UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM AND (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES.
10. **Compliance with Laws; Privacy Policy.** Chamber agrees (a) to comply with all applicable federal, state, local, and foreign laws, statutes, rules, and regulations ("Laws"), including Laws regarding telemarketing, data privacy, email and facsimile marketing, customer solicitation, and all applicable guidelines of the Direct Marketing Association ("DMA"), (b) not to engage in any form of harassment or fraud, (c) to comply with any applicable third party agreements, and (d) not to send unsolicited commercial email (spam) using the Products or otherwise. Chamber acknowledges and agrees that it is Chamber's sole responsibility to determine the applicability of, and ensure its own compliance with, any such Laws. Chamber further agrees to have in place and comply with appropriate privacy policies and security features in accordance with its contractual obligations and applicable Laws.

11. Miscellaneous Provisions.

- (a) **Relationship of the Parties.** The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.
- (b) **Non-exclusive.** Nothing contained in this Agreement shall be construed as creating an exclusive relationship between Chamber and Constant Contact.
- (c) **Expenses.** Except as otherwise specified herein or as otherwise mutually agreed upon by the Parties, each Party will bear its own costs of performing under this Agreement (including with respect to any marketing activities).
- (d) **Taxes.** Each Party shall be liable for all taxes, duties, levies or tariffs or charges of any kind imposed by any federal, state, or local governmental entity with respect to the net income recognized by such Party in connection with this Agreement.
- (e) **Overdue Payments; Offset.** If Chamber has an overdue balance owed to Constant Contact, Chamber authorizes and consents to Constant Contact deducting from any payment it is entitled to hereunder, the amount of any funds that are due and owing to Constant Contact or its affiliates. Constant Contact further reserves the right to withhold payment, or offset any amounts owed to Chamber, if it reasonably determines that such amounts owed are as a result of any fraudulent or illegitimate behavior, including the fraudulent use of credit cards or other means of payment. Chamber agrees to cooperate with Constant Contact in its investigation of any of the foregoing.
- (f) **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., except for its conflicts

of laws principles. The Parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts in Boston, Massachusetts. CONSTANT CONTACT AND CHAMBER IRREVOCABLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

(g) Public Announcements. All media releases, public announcements or public disclosures (including promotional or marketing material) by either Party relating to this Agreement are prohibited without the prior written consent of both Parties.

(h) Assignment; No Waiver. This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Chamber may not assign this Agreement or any rights under it, in whole or in part, without Constant Contact's prior written consent. Any attempt to assign this Agreement other than as permitted above will be null and void. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

(i) Force Majeure. Neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such Party. Obligations hereunder, however, shall in no event be excused but shall be suspended only until the cessation of any cause of such failure.

(j) Control Over Products. Chamber acknowledges that (i) the Products and any related services may be subject to temporary shutdowns due to cause beyond Constant Contact's reasonable control; and (ii) subject to the terms of this Agreement, Constant Contact retains sole right and control over the development, content and conduct of its products and services.

(k) Responsibility. Chamber agrees to ensure that each of its employees, contractors, subcontractors, agents and team members comply with Chamber's obligations under this Agreement.

(l) Modification. Constant Contact may update or amend this Agreement at anytime in its sole discretion by posting the new agreement on the Constant Contact Site, and such new Agreement shall be effective immediately upon such posting.

(m) Entire Agreement. Except as set forth in the next sentence, this Agreement (including any Exhibits hereto and other documents referenced herein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral, written or online agreements. If Chamber has previously entered into a "Business Partner Services Agreement" or "Chamber Program Member Agreement" (or any similar agreement) with Constant Contact, then the Parties hereby agree that such prior agreement shall be terminated and shall be superseded by the terms and conditions set forth herein. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. Except as expressly set forth herein, this Agreement does not govern any use by Chamber of the Products and any use by Chamber of the Products shall be governed by the User Agreements and any other agreement Chamber agrees to in connection with its use of such Products.

(n) Severability. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(o) Notices. Chamber agrees that Constant Contact may provide notice to Chamber by emailing such notice to the email address listed by Chamber during Chamber's registration or mailing it to the street address designated by Chamber during Chamber's registration. Such notice shall be

considered to be received by Chamber within 24 hours of the time it is emailed to Chamber unless Constant Contact receives notice that the email was not delivered. If the notice is sent by mail, Constant Contact will consider it to have been received by Chamber three (3) business days after such notice has been sent. Any notice to Constant Contact must be sent by postal mail or overnight courier to: Constant Contact, Inc., Attention: General Counsel, 1601 Trapelo Road, Waltham, Massachusetts 02451, with a copy to: Constant Contact, Inc., Attention: Vice President, Local Services, 1601 Trapelo Road, Waltham, Massachusetts 02451.

(p) Survival. The Sections of this Agreement relating to Confidential Information and Non-Disclosure and Data Privacy, Indemnification, Limitation of Liability, Disclaimer, and provisions under this Section 11 (Miscellaneous) shall survive any termination or expiration of this Agreement.

EXHIBIT A

FEATURES OF CHAMBER MARKETING ACCOUNT

The Chamber Marketing Account shall consist of an Email Plus Account with the following free features and limitations: The Email Plus Account will be the equivalent of a free Email Plus Product account for up to 5,000 contacts with unlimited Premium Campaigns. Chamber will be responsible for all fees associated with any use of the Chamber Marketing Account above the 5,000 contact level.

Upon termination of the Agreement, any fee waivers granted to Chamber in connection with the Chamber Marketing Account shall cease.

If, at any time, Chamber is responsible for paying for its use of the Chamber Marketing Account, it may, at any time, contact Constant Contact and request removal of any Products included in such account that it no longer desires to use.