

SBDC APPLICATION AND AGREEMENT

This SBDC Application and Agreement (the "Agreement") is submitted to Constant Contact, Inc., a Delaware corporation with its principal place of business at 1601 Trapelo Rd, Waltham, MA 02451 ("Constant Contact"), by the Small Business Development Center listed below ("you" or the "Center").

Once Constant Contact verifies your eligibility under the SBDC program you will receive a complimentary Constant Contact account for the Center's use (the "Account"), subject to the terms and conditions set forth below. You will be contacted with the username and password for the Account.

By using the Account, Center agrees to the following:

1. Center acknowledges and agrees that it has read 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 your use of the Account, generally available through www.constantcontact.com, as each of the foregoing may be amended by Constant Contact from time to time in its sole discretion, and agrees that it will comply with all such terms and conditions.
2. Subject to verification of Center's eligibility and the limitations described herein, the Center's account shall include a Constant Contact Email Plus account for up to 10,000 contacts with unlimited Premium Campaigns. The Center shall be responsible for all fees associated with its use of the Email Plus account above the 10,000 contact level. The fees described in this Section 2 are based on Constant Contact's then-current fees, taking into account any non-profit and/or prepay discounts, and are subject to change in Constant Contact's sole discretion. Constant Contact may from time to time offer to its customers additional products and services. Constant Contact may, in its sole discretion, make such additional products and services available to the Center account on a free or discounted basis. In the event Constant Contact determines to make such additional products and services available to Center, Constant Contact shall notify the Center of the additional products and services and the terms and conditions that apply to the Center's use of such additional products and services. Any such notice shall serve as an enforceable amendment to this Agreement binding on Constant Contact and the Center.
3. Center shall include the Constant Contact footer on all email messages transmitted under its Account.
4. For as long as the Account is in effect, Center agrees to (a) identify Constant Contact as a supporter (donor, partner, sponsor) of Center wherever listing of supporters exist within the Center's website, collateral or other promotional material and (b) establish a direct link from Center's supporter page webpage to a sign-up page on Constant Contact's website, as provided by Constant Contact. Constant Contact grants to Center, during the term of this Agreement, a non-exclusive, non-transferable, royalty-free right to use a logo designated by Constant Contact (the "Logo") for the purposes of (i) graphically representing and establishing the link and (ii) for identifying Constant Contact as a business partner of Center in Center's collateral and/or other promotional material.
5. During the Term of this Agreement, Center shall send out at least one (1) email campaign per calendar quarter to its clients, with such campaigns to be provided to Center by Constant Contact, and Center will engage in at least one additional quarterly marketing activity focusing on

Constant Contact, as directed by Constant Contact. These activities may include, but are not limited to,

- include Constant Contact material in materials provided to Center's clients
- email or direct mail campaign to clients
- email introduction of Constant Contact to clients
- educational/training seminar

Upon Constant Contact's request, Center will provide Constant Contact with evidence of quarterly marketing campaigns and other marketing activities performed in compliance with this Section.

6. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party by reason of the material failure of such other party to comply with the terms of this Agreement, as applicable, provided that such failure remains unremedied at the end of such fifteen (15) day period.

7. Either party shall have the right to terminate this Agreement at any time with sixty (60) days' written notice to the other party.

8. Center 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.

9. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflicts of laws provisions. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to any provision of this Agreement, shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and Constant Contact and the Center each consents to the jurisdiction of such a court.