

CONSTANT CONTACT® SOLUTION PROVIDER PARTNER 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 SOLUTION PROVIDER PARTNER PROGRAM.

Last revised November 15, 2018

This Constant Contact Solution Provider Partner 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 yourself, 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 "Partner"). This Agreement is between Partner and Constant Contact, Inc., a Delaware corporation ("Constant Contact"). Constant Contact and Partner are each hereinafter sometimes individually referred to as the "Party" and collectively as the "Parties."

Constant Contact and Partner wish to enter into this Agreement to facilitate Partner'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) "Constant Contact Materials" means any information, content and materials provided by Constant Contact to Partner describing the Products for use in marketing the Products.

(b) "Constant Contact Products" means a variety of online tools and resources to collect visitor email addresses and to create, launch, and manage online email, survey, event and other campaigns provided by Constant Contact to businesses and organizations.

(c) "Constant Contact Site" means a Constant Contact web site, including www.constantcontact.com and any related domains and subdomains, through which prospective customers may subscribe to the Products and/or customers may access and use the Products.

(d) "Customer" means any Managed Customer or Partner-Referred Customer that has not been removed from Partner's account by Constant Contact (i) following such Customer's request or (ii) because such Customer 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).

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

(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) "Managed Customer" means a third party that has subscribed to the Products where the Partner has complete access to such third party's account (including its Subscriber Data) by means of the Partner Console.

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

(i) "Partner Console" means a partner console that Constant Contact may make available to Partner in Constant Contact's sole discretion.

(j) "Partner-Referred Customer" means a third party that has subscribed to the Products through use of the Referral Link where the Partner does not have access to such third party's account (including its Subscriber Data) by means of the Partner Console.

(k) "Partner Site" means Partner's web site through which prospective Customers may access the Trial Sign-Up Page.

(l) "Products" means the Revenue/Discount Products and any other Constant Contact online products and services.

(m) "Referral Link" means a personalized link provided by Constant Contact that will take a prospective Customer to the Trial Sign-Up Page.

(n) "Revenue/Discount Products" means the Email and Email Plus tiers of the Constant Contact Product and any other products that Constant Contact offers a revenue share, discount or other bounty or reward on, in its sole discretion.

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

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

(q) "Trial Sign-Up Page" means a Constant Contact Site, from which prospective Customers may subscribe to the Products.

(r) "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. Activities and Responsibilities.

(a) Appointment. Constant Contact wishes to engage Partner on a non-exclusive basis to provide the resale, referral, promotion and marketing services set forth in this Agreement, and Partner accepts such engagement and wishes to refer, promote and market the Products. Partner understands that a prerequisite to participation in this program may be successful passage of a background check, as determined in Constant Contact's sole discretion.

(b) Marketing and Promotion. Partner shall actively promote and market the Products on the Partner Site and in promotional messages to Customers and prospective Customers in accordance with Constant Contact's then-current policies and requirements. Partner's marketing efforts may include efforts such as sharing leads; disseminating marketing collateral; conducting training sessions, sales meetings, and informational briefings; making joint sales presentations and product demonstrations; and developing marketing strategies with respect to its marketing obligations hereunder. It is expected that Partner will adhere to the same industry best practices with respect to its marketing activities as Constant Contact. In connection with its marketing activities hereunder, Partner agrees to represent itself accurately with respect to any Constant Contact certification it may have.

(c) Product Resale. Constant Contact, in its sole discretion, may permit Partner to resell some or all of the Products to prospective Customers through use of the Partner Console. In the event that Partner is to be invoiced directly for all or a portion of its Customer's use of the Products in accordance with Constant Contact policies and procedures, Partner shall be solely responsible for all payments due to Constant Contact in connection with such use, whether or not each Customer pays Partner for such use.

(d) Link from Partner Site to Trial Sign-Up Page. Promptly following the Effective Date (defined below), Constant Contact will make the Referral Link available to Partner.

(e) Marketing Collateral. Constant Contact shall provide Partner with marketing collateral (which may include electronic marketing materials and corporate logo, marketing brochures, product lists, tutorials or demonstrations) concerning the Products for Partner to distribute to prospective Customers and other valid purposes. Constant Contact may also provide opportunities for Partner to modify certain of the Constant Contact Materials expressly designated for such purpose by incorporating Partner's Marks, subject to Partner's compliance with Section 4(c) hereof.

(f) Limitations. Partner is authorized to represent to prospective Customers only those facts about the Products as are stated in current Product descriptions and advertising or in the Constant Contact Materials. During the Term, Partner may only use the Products to promote the Products and Partner's products and services to current or prospective Customers (for example, Partner may not send out emails on behalf of its Customers by means of Partner's Constant Contact Product account or create and set up Facebook campaigns for its Customers by means of Partner's Social Campaigns Product account).

(g) Constant Contact Policy and End User Requirements. Partner agrees to Constant Contact's policies posted on the Constant Contact Site and in effect from time to time, including the User Agreements. Partner shall not distribute or otherwise make available the Products to any third party (each an "End User") except through the Referral Link, the Trial Sign-Up Page or the Partner Console. In any case, Partner shall not make the Products available to an End User unless such End

User obtains a subscription for the Products (directly or indirectly through Partner) and acknowledges and agrees to abide by, or Partner is authorized to bind End User to abide by, the User Agreements. Partner agrees to use commercially reasonable efforts to ensure its Customers comply with the User Agreements and will cooperate with Constant Contact to investigate any alleged breaches thereof.

(h) Solution Provider Program. In connection with Partner's appointment as a marketing partner of Constant Contact, Partner will be entitled to take advantage of the Solution Provider Program Schedule currently in effect (which can be found at <http://www.constantcontact.com/schedule-sp>) (the "Program Schedule"), which is incorporated herein by reference and may be amended by Constant Contact from time to time. Partner is responsible for reviewing the Program Schedule from time to time and remaining aware of the requirements and benefits offered therein. The Program Schedule, including any minimum standards, discounts and revenue share described therein, is subject to change at any time in Constant Contact's sole discretion, and if Partner does not agree to any such changes, Partner must terminate this Agreement. Constant Contact will use good faith efforts to notify Partner prior to the effectiveness of any significant change to the Program Schedule. Trying to manipulate data in an attempt to circumvent the Program Schedule is prohibited. Any disputes about any benefits owed to Partner under the Program Schedule or otherwise must be submitted to Constant Contact in writing within sixty (60) days of the date such benefits were made available or payments were made by Constant Contact. Partner agrees to waive all disputes not brought within the sixty (60) day period, and all such charges will be final and not subject to challenge. Constant Contact's obligation to provide Partner with any of the benefits set forth on the Program Schedule 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. Partner will not be entitled to receive any benefits under the Program Schedule with respect to Customers that are not in compliance with the User Agreements.

(i) Certification. Partner will not hold itself out as a "Certified" partner of Constant Contact without the prior written consent of Constant Contact and unless it has fulfilled and maintained the then-current requirements applicable to such designation. Constant Contact may withdraw Partner's right to promote, market or otherwise use such designation at any time in Constant Contact's sole discretion.

(j) Additional Programs. If Partner participates in the Constant Contact Solution Provider Lead Passing Program, Partner agrees to the terms and conditions of set forth on Exhibit B attached hereto and made a part of this Agreement. If Partner participates in any other Constant Contact programs, Partner agrees to comply with any applicable terms and conditions thereof.

(k) Consent to Contact. By entering into this Agreement, Partner consents to receiving email, text or any other type of messages from Constant Contact to inform it of changes or additions to the Products, this Agreement, the Solution Provider Program and any other matter related to the foregoing and for general marketing purposes (Partner may unsubscribe from marketing messages at any time, but not transactional messages). Partner acknowledges that Constant Contact may, but is not obligated to, monitor or record any telephone conversations and chat texts for quality control purposes, for purposes of training employees and for Constant Contact's own protection.

(l) Managed Customers. In the event that Partner adds Managed Customers to its Partner account, Partner represents and warrants that (i) Partner has the right to act on behalf of the Managed Customers as further described in this Agreement and (ii) Partner shall comply with all applicable laws, statutes, rules and regulations with respect to the Managed Customers' accounts. Further, Partner acknowledges that Constant Contact may send both transactional and marketing emails to

Partner's Unmanaged Customers and will send transactional emails (but not solely marketing emails) to Partner's Managed Customers, all in accordance with the User Agreements.

3. **Partner Marketing Account.** Subject to Constant Contact's then-current policies and procedures, Constant Contact shall provide Partner with a free Constant Contact account during the Term (the "Partner Marketing Account"). The Partner Marketing Account includes the features and limitations set forth on Exhibit A attached hereto and made a part of this Agreement. Partner's use of the Partner Marketing Account is subject to the User Agreements (other than with respect to any fees waived, as described on Exhibit A). The Partner Marketing Account may not be resold or sublicensed. Partner will be responsible for all fees associated with any use of the Partner Marketing Account to the extent Partner (i) does not meet the requirements described on Exhibit A or (ii) exceeds the threshold levels described on Exhibit A. Partner will also be responsible for all fees associated with any use of the Partner 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 Partner 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. Partner shall retain sole and exclusive right, title, and interest to Partner'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 Partner 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) Partner Marks. During the Term and subject to the terms and conditions set forth herein, Partner grants to Constant Contact a non-exclusive, non-transferable, royalty-free right and license to use and publicly display the Partner Marks solely (A) in connection with any activities set forth herein, (B) with prior written approval of Partner in connection with each use, and (C) in accordance with Partner'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 Partner the non-exclusive, nontransferable, 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 Partner'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 Partner's Marks included therein. Partner agrees that Partner 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) Partner hereby grants to Constant Contact a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, irrevocable license to use the Customer Data and Subscriber Data to provide the Products to Partner and Customers and (ii) Partner hereby grants to Constant Contact a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, irrevocable license to use the Customer Data in connection with the Products and to communicate with Customers regarding the Products (including with respect to the marketing and sale of other Constant Contact products and services). Partner represents that it has the right to grant the foregoing rights to Constant Contact.

(e) Partner Directory; Presentations. Notwithstanding anything set forth herein to the contrary, Constant Contact shall have the right, but not the obligation, to (i) include Partner's name and logo in its partner directory and marketplace unless Partner provides Constant Contact with written notification it does not want to be included therein and (ii) promote or market any presentations, seminars, or webinars given by Partner. Partner acknowledges that Constant Contact is under no obligation to have or maintain a partner directory or marketplace.

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 Partner 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.

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

(b) Data Privacy. Partner 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) Partner 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) Partner 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 Partner has the responsibility of obtaining), or as otherwise required by law.

(iii) Partner shall implement reasonable precautions to protect the Personal Information from loss; misuse; and unauthorized access, disclosure, alteration, or destruction. Partner 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 Partner each acknowledge that it shall not make any use of the Subscriber Data except as necessary for permitted use of the Products by Customers and/or Subscribers or as otherwise 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 Partner 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 Partner is accepted as a Constant Contact partner, Partner will be notified at the email address Partner provided during the registration process; otherwise, Partner 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 Initial Term or Renewal Term, as applicable.

(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) at any time by Constant Contact immediately, without advance notice and in its sole discretion if Partner does not log into the Partner Console within thirty (30) days of the Effective Date; (iii) 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 the other Party (any violation of the confidentiality, non-disclosure and data privacy provisions hereof shall constitute a non-curable breach); or (iv) 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 Partner 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 to Partner herein shall immediately cease, including any fee waivers granted to Partner in connection with the Partner Marketing Account and any Partner benefits described on the Program Schedule, and Partner shall immediately cease all marketing and promotion of the Products and all use of the Referral Link and the Trial Sign-Up Page. Additionally, Partner 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 Customers, without any liability or obligation to Partner.

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, (A) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized, (B) it 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 (C) 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. Partner 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 Partner and bind Partner 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.** Partner 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 Partner Marks, the content on Partner's website, Partner's products or services, Partner's unauthorized marketing, promotion, use or distribution of the Products, Partner's failure to abide by the applicable terms of any User Agreement, Partner'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 Partner.

9. **Limitation of Liability.** EXCEPT FOR PARTNER'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 PARTNER 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.** Partner 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. Partner acknowledges and agrees that it is Partner's sole responsibility to determine the applicability of, and ensure its own compliance with, any such Laws. Partner 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. **Keyword Noncompete.** During the Term, and for a period of six (6) months thereafter (the "Noncompete Period"), Partner will not purchase, either directly or indirectly, or bid, either directly or indirectly, on any Keywords owned or offered through an Internet search engine (including Google, Yahoo, or MSN/Bing) that compete with Constant Contact or any of its Products or services, including Constant Contact's name, Marks, product names, and associated terms. In addition, Partner will not, directly or indirectly, engage in any activities that could result in confusion among consumers as to the source of the ad (such as the overuse of an authorized trademark, trademark cyber-stuffing or other similar activities). For purposes of this Agreement, "Keywords" shall mean a word used in a search request by an Internet search engine user which, when used in such Internet search engine, a particular sponsor's ad will appear near to the search results.

12. **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 the other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

(b) **No Right to Benefits.** Partner is not entitled to the rights or benefits afforded to Constant Contact's employees and Partner hereby expressly waives any and all claims for unemployment benefits, workers' compensation benefits and any right to participate in any of Constant Contact's other employee benefit plans or perquisites. Partner shall not pursue any workers' compensation-related claims against Constant Contact and further agrees to indemnify and hold Constant Contact harmless for any workers' compensation-related claims that are made by Partner or any of its employees or agents, if applicable.

(c) **Partner Responsibility for Personnel.** All personnel supplied or used by Partner, if any, shall be employees or subcontractors of the Partner and will not be considered employees, agents or subcontractors of Constant Contact for any purpose whatsoever. Partner assumes full responsibility for the actions of all such personnel while performing services under this Agreement and for the payment of their compensation (including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved.

(d) Non-exclusive. Nothing contained in this Agreement shall be construed as creating an exclusive relationship between Partner and Constant Contact.

(e) 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).

(f) 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.

(g) Overdue Payments; Offset. If Partner has an overdue balance owed to Constant Contact, it will not be eligible to receive incentives or rewards, including the Solution Provider New Account Bonuses and any similar offerings. Constant Contact further reserves the right to withhold payment, or offset amounts owed to Partner, 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. Partner agrees to cooperate with Constant Contact in its investigation of any of the foregoing.

(h) 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 PARTNER 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.**

(i) 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.

(j) Assignment; No Waiver. This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Partner 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.

(k) 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.

(l) Control over Products. Partner 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.

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

(n) 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.

(o) Entire Agreement. Except as set forth in the next sentence, this Agreement (including the 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 Partner has previously entered into a "Business Partner Services 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 Partner of the Products and any use by Partner of the Products shall be governed by the User Agreements and any other agreement Partner agrees to in connection with its use of such Products.

(p) 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.

(q) Notices. Partner agrees that Constant Contact may provide notice to Partner by emailing such notice to the email address listed by Partner during Partner's registration or mailing it to the street address designated by Partner during Partner's registration. Such notice shall be considered to be received by Partner within 24 hours of the time it is emailed to Partner 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 Partner 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.

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

EXHIBIT A

FEATURES OF PARTNER MARKETING ACCOUNT

Constant Contact will provide Partner with a Partner Marketing Account consisting of an Email Plus Account, as more fully described below.

Email Plus Account: An "Email Plus Account" will be the equivalent of a free Email Plus Constant Contact Product account for up to 5,000 contacts. Partner will be responsible for all fees associated with any use of the Partner Marketing Account above the 5,000 contact level.

If, at any time six (6) months following the Effective Date, Partner has fewer than five (5) paying Customers, Constant Contact may, in its sole discretion, require Partner to pay for its use of the Partner Marketing Account.

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

EXHIBIT B

LEAD PASSING TERMS

During the Term of this Agreement, if Partner is eligible for and elects to participate in the Constant Contact Solution Provider Lead Passing Program (the "Program"), the following terms and conditions shall also apply:

1. Services. Partner will provide customer support to each Constant Contact trialers (each, a "Lead") whose contact information it receives in its Partner Console in accordance with the terms of this Agreement and the Program Guidelines, as amended from time to time (currently located in the Constant Contact partner portal) (the "Service"). Partner will only use the Constant Contact User Data (defined in the Agreement) to perform the Services and only in compliance with its obligations hereunder. Partner agrees to perform the Services in a professional and workmanlike manner and in accordance with industry standards and any scripts, guidelines or other specifications provided by Constant Contact from time to time. Any additional services mutually agreed to by the Parties shall be set forth in a Statement of Work. Each Statement of Work shall be governed by the terms and conditions of this Agreement by reference.

2. Service Levels. Constant Contact may survey the Leads and use any other method of assessing Partner performance in connection with the Program. If Partner does not meet Constant Contact's service level requirements, Constant Contact may, among other things, no longer provide Partner with Leads.

3. License and Deletion. Nothing in this Agreement will be construed to convey any right, title or interest in the Constant Contact User Data to Partner. Constant Contact hereby grants Partner a limited, non-exclusive, revocable license to use such Constant Contact User Data solely to the extent required to deliver the Services. Partner's license to use the Constant Contact Data will expire automatically the earlier of (i) the date the Lead's information is removed from Partner's Partner Console (solely with respect to the removed data), and (ii) the expiration of the Term (with respect to all Constant Contact User Data). Partner agrees to destroy all Constant Contact User Data and any copies thereof in Partner's possession or control upon such expiration.

4. Record Retention; Audit. Upon reasonable notice from Constant Contact, Partner will provide Constant Contact with access to any records and supporting documentation as may be reasonably requested by Constant Contact in connection with or relating to the Service for the purposes of Constant Contact performing audits and inspections of Partner's performance.

5. Security. Partner acknowledges and agrees that Constant Contact may do background checks on Partner and its employees and may run a security audit prior to or during the Term and agrees to provide Constant Contact with reasonable assistance therewith. At a minimum, Partner shall ensure that Partner and each of its employees, contractors, subcontractors, agents and team members with access to Constant Contact User Data follow industry-standard information security practices, which includes (a) having updated anti-virus software running on their systems, (b) ensuring that operating system and software patches are up-to-date, (c) selecting strong passwords and storing them in an encrypted manner and (d) protecting their systems with locked screens when unattended.

6. Insurance. Partner shall maintain insurance coverage which is customary, appropriate and commercially reasonable in the insurance industry for Partner's type of business.

7. No Warranty. CONSTANT CONTACT MAKES NO GUARANTEE THAT PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY BENEFIT TO PARTNER AND DOES NOT GUARANTEE THAT PARTNER WILL RECEIVE ANY REFERRALS, LEADS, SALES OR RESULTS OF ANY TYPE BY PARTICIPATING IN THE PROGRAM.