

CONSTANT CONTACT® STRATEGIC AND TECHNOLOGY 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 IN THE STRATEGIC AND TECHNOLOGY PROGRAM.

Last revised September 19, 2017

This Constant Contact Strategic and Technology 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 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 STRATEGIC AND TECHNOLOGY PARTNER AGREEMENT

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) "APIs" means Constant Contact's Application Programming Interfaces that enable Partner to provide additional functionality for users of the Products or to integrate access to certain Products into Partner's product offerings.

(b) "Co-Branded Landing Page" means a Constant Contact Site, from which prospective Customers may subscribe to the Products, that is co-branded with Marks of both Partner and Constant Contact.

(c) "Constant Contact Materials" means any information, content and materials provided by Constant Contact to Partner describing the Products for use in 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 may subscribe to the Products and/or customers may access and use the Products.

(e) "Customer" means a third party that has subscribed to the Products through use of the Co-Branded Landing Page, or, where applicable, has subscribed to the Products, directly or through Partner, through use of the Partner Console or other mutually agreeable methodology 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).

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

(g) "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.

(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 Developments" means either the additional functionality for the Products developed by Partner or the functionality in the Partner Products, developed by Partner, through which users of the Partner Products may access certain Products.

(k) "Partner Marketing Account" has the meaning set forth in Section 4(c) of this Agreement

(l) "Partner Products" means the Partner's product offerings from which Partner will integrate access to the Products through use of the APIs pursuant to this Agreement.

(m) "Partner Site" means Partner's web site through which prospective Customers will access the Co-Branded Landing Page.

(n) "Products" means any Constant Contact online products and services.

(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) "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. License.

(a) Use of Constant Contact APIs. Upon commencement of this Agreement, Constant Contact may provide Partner with access to the APIs so that Partner may use the APIs solely to develop the Partner Developments. Notwithstanding anything to the contrary herein, any access and use of the APIs by Partner is subject to the Constant Contact API Terms and Conditions. Except as provided in this Agreement, the license granted in this Section 2(a) to Partner does not convey any rights in the Products, express or implied, or ownership in the Products or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Constant Contact.

(b) Development Account. Partner will provide Constant Contact with a free account solely for demonstrating and testing the integration of the Partner Developments with the Products.

(c) Partner Development License. Upon the earlier of completion of the Partner Developments or ninety (90) days prior to release of the Partner Developments to Partner's customers for use with the Partner Products, Partner hereby grants Constant Contact a non-exclusive, fully paid, perpetual license to access and use the Partner Developments solely for the purpose of (i) testing and certifying the Partner Developments for use with the Products, (ii) providing support for the Products, and (iii) marketing and promoting the Products and, at the sole discretion of Constant Contact, the Partner Products.

(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.

3. Activities and Responsibilities.

(a) Development. Subject to the terms and conditions of this Agreement, Partner shall use commercially reasonable efforts to develop the Partner Developments, and upon completion of the Partner Developments or release of the Partner Developments to Partner's customers for use with the Partner Products, make such Partner Developments available to Constant Contact in a manner reasonably requested by Constant Contact. Upon Constant Contact's request and subject to Section 6 of this Agreement, Partner shall provide Constant Contact with reasonable details regarding its compliance with the first sentence of this Section 3(a).

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

(c) Product Resale. Subject to the terms and conditions of this Agreement and Constant Contact's then-current policies and requirements, Constant Contact, in its sole discretion, may permit Partner to resell 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 Co-Branded Landing Page. Promptly following the Effective Date, the Parties will establish a link, using links and navigation procedures specified by Constant Contact from the

Partner Site to the Co-Branded Landing Page. Upon establishing such links and navigation procedures, Constant Contact shall make the Products available to prospective Customers, subject to the User Agreements.

(e) Limitations. If Partner provides information regarding the Products to Customers or prospective Customers, Partner is authorized to represent to Customers or prospective Customers 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. Partner 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, Partner may only use the Products to promote the Products and Partner's products and services (including the Partner Products and Partner Developments) to current or prospective Customers (for example, Partner may not send out emails on behalf of its Customers by means of Partner's Email Marketing Product account or create and set up Facebook campaigns for its Customers by means of Partner's Social Campaigns Product account).

(f) 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 Co-Branded Landing Page or, where applicable, the Partner Console. In any case, Partner shall not make the Products available to an End User unless such End User 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.

(g) 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.

4. Referral Terms and Partner Account.

(a) Referral Terms. The Parties will comply with the obligations set forth on Exhibit A attached hereto. Constant Contact's obligation to comply with the obligations set forth on Exhibit A 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.

(b) Partner Marketing Account. Subject to Constant Contact's then-current policies and procedures, Constant Contact shall provide Partner with a free (up to certain thresholds) Constant Contact account during the Term (the "Partner Marketing Account"). The Partner Marketing Account includes the features and limitations set forth on Exhibit B 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 B). 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 B or (ii) exceeds the threshold levels described on Exhibit B. 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 B 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.

5. Intellectual Property and Use Restrictions.

(a) IP Ownership. Constant Contact shall retain sole and exclusive right, title, and interest to each Constant Contact Site, the Products, the APIs, the technology underlying or related to the Products, any modifications or derivative works of the Products or the APIs, Constant Contact's Intellectual Property, including all intellectual property rights in and to all aspects of the Products, the Constant Contact Materials, and the APIs. Partner shall retain sole and exclusive right, title, and interest to the Partner Products, Partner Developments, and 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, nontransferable, 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. Notwithstanding the foregoing to the contrary, Constant Contact has the right, but not the obligation, to include Partner in its partner directory or marketplace unless Partner notifies Constant Contact in writing that it does not want to be included therein. Notwithstanding the foregoing to the contrary, Partner grants Constant Contact a non-exclusive, nontransferable, royalty-free right and license to use and publicly display the Partner Marks in its partner directory or marketplace.

(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) Customers' Use of Partner Developments. Partner acknowledges and agrees that no customer of Partner or other third party may access the Products in connection with the use of the Partner Developments (or otherwise) without such customer or third party having obtained (directly or indirectly through Partner) a subscription for the Products. Partner represents and warrants that neither Partner nor the Partner Developments will (i) cause the user of the Partner Developments (including such customer or third party) to breach any terms or conditions of the User Agreements, or (ii) cause a breach of this Agreement.

(d) Sales and Marketing Materials License. During the Term, Constant Contact grants Partner 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 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.

6. 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. 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. 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 consented to by a Subscriber.

7. 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 a Renewal Term, as applicable.

(b) Right to Terminate. Notwithstanding Section 7(a), 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 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 herein shall immediately cease, including any fee waivers granted to Partner in connection with the Partner Marketing Account, and Partner shall immediately cease all marketing and promotion of the Products and all use of the Co-Branded Landing 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.

8. 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. 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.

9. 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 the Partner Products, the Partner Developments, Partner's use of the APIs, Constant Contact's use of the Partner Marks, the content on Partner's website, 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.

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. 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.

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 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 Partner 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 Partner has an overdue balance owed to Constant Contact, Partner 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 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.

(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 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.**

(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. 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.

(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. 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.

(k) Responsibility. Partner agrees to ensure that each of its employees, contractors, subcontractors, agents and team members comply with Partner'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 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.

(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. 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.

(p) Survival. The Sections of this Agreement relating to Confidential Information and Non-Disclosure and Data Privacy, Indemnification, Limitation of Liability, Disclaimer, and this Section 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

EXHIBIT A

ADDITIONAL PROGRAM DETAILS AND REQUIREMENTS

1. Marketing.

Subject to the terms and conditions of this Agreement, 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.

2. Additional Program Details.

In Constant Contact's sole discretion, the following program benefits may be provided to certain Partners:

(a) Constant Contact Partner Directory. Inclusion of Partner in the Constant Contact partner directory or marketplace.

(b) Marketing Content. Access to the Constant Contact Extranet website for promotional materials for marketing Constant Contact (additional content may be provided to Partner by Constant Contact, in its sole discretion, upon request by Partner).

(c) Partner Reporting. Access to a partner console showing activity and reports for all Customer accounts.

EXHIBIT B

FEATURES OF PARTNER MARKETING ACCOUNT

The Partner Marketing Account will consist 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 less 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.