

Impartner Subscription Agreement

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY AS IT, TOGETHER WITH THE IMPARTNER ORDER FORM IN WHICH IT IS REFERENCED, CONSTITUTES A LEGALLY BINDING AGREEMENT AND GOVERNS YOUR USE OF THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU ARE INDICATING THAT YOU AGREE TO THIS SUBSCRIPTION AGREEMENT. IF YOU DO NOT AGREE WITH THIS SUBSCRIPTION AGREEMENT, YOU MUST NOT ACCESS OR USE THE SERVICE.

This Subscription Agreement is entered into by and between Impartner, Inc. (**Impartner**) and the customer, identified on the Order Form, that is purchasing a subscription to the Service (**Customer**), and is effective as of the earlier to occur of the Effective Date set forth in the Order Form or the date Customer first accesses the Service.

Impartner and Customer are collectively referred to as the **Parties** and individually as a **Party**. If you are entering into this Subscription Agreement on behalf of a company or legal entity, you represent that you have the authority to bind such entity to these terms and conditions. This Subscription Agreement permits Customer to access and use the Service pursuant to the terms and conditions contained herein.

1. DEFINITIONS

Admin Users means individuals who are authorized by Customer to access and use the Service on behalf of Customer, and who have been supplied user identifications and login credentials by Customer. Admin Users may include employees, consultants, contractors and agents of Customer. Customer shall not exceed twenty-five (25) Admin Users at any given time.

Agreement means the Order Form and this Subscription Agreement and any other exhibits or addenda attached hereto.

Clients means all Customer's clients and customers who are not Partners or Employees.

Customer Data means all electronic data or information submitted by Customer, Admin Users and Partners to Impartner via the Service.

Employees means Customer's employees, consultants, contractors and agents.

Licensees means the combination of Employee's, Clients, Partner Accounts, and Recipients.

Malicious Code means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Order Form means the invoice or order form, as applicable, agreed to by the Parties in which this Subscription Agreement is referenced. The Order Form will include some or all of the following information: the name of Customer, Customer's address and billing information, the length of the Subscription Term, the fees due from Customer, the Use Limit, the applications and modules selected by Customer, and any professional services and support being purchased.

Partners means Customer's resellers, channel partners or other members of Customer's partner networks that provide services and/or sell products on behalf of Customer.

Partner Accounts means Partners who are listed as active within the Service.

Price Quote means the price quote included in the Order Form.

Recipient means an Employee, Partner or Client, as applicable, who, at Customer's sole discretion, receives a digital communication from Customer as part of the Services.

Service means the online, cloud-based software applications, modules and content provided by Impartner to Customer via the Internet. The specific applications, modules and content that will be provided are outlined in the Order Form.

Subscription Term means the period beginning on the Commencement Date (as defined in the Order Form) and continuing until the end of the Subscription Term specified in the Order Form, unless terminated earlier or renewed or extended as provided in this Agreement.

Term means the period beginning on the Effective Date (as defined in the Order Form) and continuing until the end of the Subscription Term specified in the Order Form, unless terminated earlier or renewed or extended as provided in this Agreement of the applicable Order Form.

Use Limit means the quantity of the Service that Customer is authorized to use or access as indicated in the applicable Order Form or pursuant to Section 3.1. Use Limit is based on the license use meter (which may include, but is not limited to, Partner Accounts, Employees, Recipients, Clients, or Licensees, as applicable) by which Impartner measures, prices and licenses the right to use the Service. For the avoidance of doubt, Customer may only use the Service for the use meter authorized, i.e. if the use meter is based on Partner Accounts, Customer may not use the Service for Employees and/or Clients.

Users means individuals who are authorized by Customer to access and use the Service on behalf of Customer, and who have been supplied user identifications and login credentials by Customer. Users may include employees, consultants, contractors and agents of Customer. Customer shall not exceed 25 active users at any given time.

2. THE SERVICE

2.1 Provision of the Service. Subject to the terms and conditions of this Agreement and the applicable Order Form, and upon Customer's payment of the applicable fees, Impartner shall make the Service available to Customer and its Admin Users and Partners via the Internet during the Subscription Term. Customer's right to access and use the Service is limited to Customer's internal use only. Customer agrees that its purchase of a subscription to the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Impartner regarding future functionality or features.

2.2 Support and Training Services. Impartner will provide support and training services as provided in the Order Form. Support and training hours will be tracked online in Impartner's TASK VIEW application. If Customer exceeds the allotted hours purchased in its support pack level (10, 20, 40 hour packs), then Customer will be charged \$175 per additional hour. Support is limited to the points of contact agreed to by the Parties and is generally not available directly to Customer's Partners.

2.3 Customer Responsibilities. Customer shall (i) be responsible for its Admin Users' compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Impartner promptly of any such unauthorized access or use, (iii) be responsible for Customer's, Partners' and Admin Users' use of any Customer Data including without limitation any use of Customer Data in violation of applicable laws and regulations, Customer's policies and Impartner's privacy policy, (iv) use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations and (v) shall not exceed the Use Limit stated in the Order Form. If individual consents are required to collect, use, transfer or otherwise process any Customer Data, including without limitation Customer Data subject to data privacy laws and regulations, Customer shall be solely responsible for obtaining all such consents. Customer shall not (a) make the Service available to anyone other than those authorized by the applicable Use Limit, (b) sell, resell, rent or lease the Service, (c) interfere with or disrupt the integrity or performance of the Service or any content contained therein, or (d) attempt to gain unauthorized access to the Service or the underlying systems or networks.

2.4 Partner Agreements. Customer shall enter into a written, legally binding agreement (each, a **Partner Agreement**) with each of its Partners that will have access to the Service. The form of each Partner Agreement shall be determined by Customer but each such Partner Agreement must be no less protective of Impartner's rights (including, without limitation, Impartner's rights in the Service) than this Agreement. Customer will enforce each such Partner Agreement with at least the same degree of

diligence that Customer uses to enforce similar agreements for its own products, but in no event less than reasonable efforts. Customer will immediately notify Impartner if Customer becomes aware of any breach of any such Partner Agreement.

2.5 Third-Party CRM Applications. Customer understands and agrees that the Service does not include a license to any third-party CRM application and that Customer is responsible to obtain its own license to any third-party CRM application that Customer desires to use with the Service. Any acquisition by Customer of a third-party CRM application, including but not limited to any implementation, customization, or any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Except as expressly agreed by Impartner in an Order Form, Impartner does not warrant or support any third-party products or services.

2.6 Access to Customer Data. At any time during the Subscription Term, Customer may access the Customer Data and download a copy of such Customer Data.

2.7 Hosting Services. Impartner or its hosting services providers shall host the Service. Impartner's current hosting services providers are Flexential, Azure, and AWS.

2.8 Additional Services. To the extent that Customer requires any additional products or services, such as customizations, program modifications or additions, new modules (which add new functionality), new releases of new products (which have different names and different functionality from the Service), professional services or professional consulting services, Customer may order such additional products and/or services pursuant to separate Order Form or written statement of work mutually agreed to by the Parties. Additional services (including, without limitation, professional services or professional consulting services) may be provided by Impartner upon the mutual agreement of the Parties for additional fees.

3. FEES AND PAYMENT

3.1 Subscription Fees. The subscription fees payable for the Service are based on Customer's Use Limit as set forth in the Order Form or modified in accordance with this Section 3.1. Except as otherwise set forth herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on Service subscriptions purchased and not actual usage, and (iii) payment obligations are non-cancelable and fees paid are non-refundable, except as permitted in Section 6.1, Section 7.2, Section 9.3, or Section 11.2. If at any time Customer exceeds its authorized Use Limit (has more than the authorized number of Partners, for example), but it does not exceed its Use Limit by more than the applicable Tier Billing Overage Allowance shown in the Order Form, then there will be no change to Customer's pricing or Use Limit. However, if at any time Customer does exceed its authorized Use Limit by more than the applicable Tier Billing Overage Allowance, then (a) the Use Limit applicable to Customer's Service subscription will be automatically increased to the next authorized Use Limit (as shown in the Order Form); (b) Impartner will notify Customer of the new Use Limit; and (c) Impartner will invoice Customer for the difference between the subscription fees applicable to Customer at the prior Use Limit and Customer's new Use Limit, at Impartner's then-current list price for such new Use Limit (after applying the Marginal Volume Discounts shown in the Order Form), for the remainder of the current billing period. For the avoidance of doubt, all renewals shall be invoiced at the applicable Use Limit in place at the conclusion of the prior Subscription Term.

3.2 Expenses. Customer shall reimburse Impartner for all expenses incurred by Impartner with the prior approval of Customer in the performance of implementation or requested professional services, including, but not limited to, expenses of transportation in connection with providing services, reasonable expenses for out-of-town travel including meals, rental cars and lodging, professional and programming services which may be required such as secondary employees and other experts, as well as outside services such as programmers. Records of reimbursable expenses including statements and receipts shall be provided to Customer along with the invoice to which they pertain.

3.3 Invoicing and Payment. Fees will be invoiced in advance in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due thirty (30) days from the invoice date. All fees shall be paid by wire transfer. With each wire transfer payment, Customer shall provide Impartner with a listing of the Impartner invoices that Customer is making payment against. If any amounts invoiced hereunder are not received by Impartner by the due date, then such amounts shall accrue interest at the

rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Notwithstanding anything to the contrary in this Agreement, and without limiting any remedies available to Impartner, Customer shall be liable to Impartner for all reasonable expenses, including but not limited to collections and legal fees, associated with Impartner's efforts to collect on an overdue invoice.

3.4 Suspension of the Service. If any charge owing by Customer is thirty (30) days or more overdue, Impartner may, without limiting its other rights and remedies, suspend the Service until such amounts are paid in full.

3.5 Taxes. Customer agrees to pay all applicable taxes levied by any tax authority on the Service or on Customer's use thereof, which shall be separately invoiced, excluding taxes based on the net income of Impartner. Customer shall provide to Impartner any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. As between the Parties, the Service and all intellectual property rights therein, are and will remain the sole property of Impartner, and no rights are granted to Customer with respect to the Service, or the intellectual property rights therein, other than the limited rights and licenses specified in this Agreement. Customer will not access or use the Service, or the intellectual property rights therein, except as expressly permitted by this Agreement.

4.2 Restrictions. Customer shall not at any time, directly or indirectly, and shall not permit any Admin User or Partner to (i) permit any third party to access or use the Service except as permitted herein or in an Order Form, (ii) copy, modify or create derivative works based on the Service or the Documentation, (iii) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Service or Documentation, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part, or (iv) access the Service in order to (a) build a competitive product or service, or (b) copy any content, features, functions or graphics of the Service.

4.3 License to Feedback. Impartner shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Service.

4.4 Customer Data. As between the Parties, Customer owns all right, title and interest in and to all Customer Data; provided that Impartner will have the right to use the Customer Data to perform its obligations under this Agreement and the ongoing right to use and disclose any Customer Data in an anonymized, de-identified or aggregated form (including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service, and the performance results for the Service) ("**De-Identified Data**") both during and after the Term, in order to, among other things, share best practices and other data insights with its customers and to otherwise improve the Service, but only so long as the De-Identified Data is not individually identifiable. Customer is responsible for any (i) Customer Data submitted or contributed to the Service by Customer, Partners, or Users, and (ii) Customer's, Partners' and Users' use of such content, including without limitation its legality, reliability, accuracy, and appropriateness.

4.5 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Impartner may temporarily suspend Customer's and/or any Admin User's access to any portion or all of the Service if: (i) Impartner reasonably determines that: (A) Customer's or any Admin User's use of the Service disrupts or poses a security risk to Impartner or to any other customer or vendor of Impartner; (B) Customer, or any Admin User, is using the Service in breach of this Agreement or in violation of applicable law; (C) Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (D) Impartner's provision of the Service to Customer is or becomes prohibited by applicable law; (ii) any vendor of Impartner has suspended or terminated Impartner's access to or use of any third-party services or products required to enable Customer to

access and use the Service; or (iii) in accordance with Section 3.4 (any such suspension described in subclause (i), (ii), or (iii), a **Service Suspension**). Impartner shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Impartner shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Impartner will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

5. CONFIDENTIALITY

5.1 Confidential Information. As used herein **Confidential Information** shall mean all confidential or proprietary information disclosed orally or in writing by one Party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information of Customer shall include Customer Data; Confidential Information of Impartner shall include the Service; and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving Party; (e) is required to be disclosed by law; or (f) De-Identified Data.

5.2 Protection of Confidential Information. Each Party agrees to (i) hold the other's Confidential Information in confidence, (ii) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (iii) not use or disclose such Confidential Information other than in connection with the performance of its obligations hereunder or as otherwise authorized by this Agreement. Notwithstanding the foregoing, either Party may disclose any of the other Party's Confidential Information to its employees or consultants that have a need to know such Confidential Information in connection with such Party's performance under this Agreement and that have agreed to be bound by confidentiality obligations similar to those in this Section.

5.3 Protection of Customer Data. Without limiting the above, Impartner shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Impartner shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Service and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

5.4 Compelled Disclosure. The receiving Party may disclose the Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. If the receiving Party is compelled by law to disclose the disclosing Party's Confidential Information as part of a civil proceeding to which the disclosing Party is a party, the disclosing Party will reimburse the receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.5 Obligations on Termination. Upon expiration or termination of this Agreement, each Party will: (a) immediately cease all use of the other Party's Confidential Information; and (b) within ten (10) calendar days after such expiration or termination, confirm in writing to the other Party that it has permanently erased from computer memory, destroyed or returned to the other Party the other Party's Confidential Information, as well as any copies thereof on any media or in any form. Notwithstanding the foregoing, Impartner may retain (i) Customer Data for a period of thirty (30) days in order to fulfill its obligations under Section 2.6, (ii) De-Identified Data in accordance with Section 4.4; and (iii) any personally identifiable data as required by applicable laws, regulations, court orders, subpoenas or other legal process. In addition, any failure of Impartner to return or destroy electronic copies of Customer Data that

are automatically generated through data backup and/or archiving systems shall not be deemed to violate the provisions of this Section, provided that Impartner shall not use such back-ups or archived copies for any purpose and such copies shall be subject to all confidentiality obligations set forth herein.

6. WARRANTIES, REMEDIES AND DISCLAIMERS

6.1 Impartner Warranties. Impartner warrants that the Service shall be provided materially in accordance with Impartner's published documentation for the Service (which is available via the Service). Impartner further represents and warrants that it has taken commercially reasonable steps to prevent the introduction of any Malicious Code or any other internal components, devices or mechanisms designed to disrupt, disable, harm, or otherwise impair in any material respect the normal and authorized operation of the Service. In the event of any breach of the foregoing warranty, Impartner will use commercially reasonable efforts to promptly repair the Service so as to be conforming. In the event of any breach of the foregoing warranty extending for thirty (30) days or more, or in the event that Impartner is not able to repair the Service, Customer's sole remedy shall be the termination of this Agreement and the receipt of a refund of any amounts pre-paid for the Service for any period of time following such termination.

6.2 Mutual Warranties. Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other Party any Malicious Code (except for Malicious Code previously transmitted to the warranting Party by the other Party).

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED ON AN AS IS BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IMPARTNER DOES NOT WARRANT THAT THE SERVICE WILL SATISFY CUSTOMER'S REQUIREMENTS OR (WITHOUT PREJUDICE TO THE LIMITED WARRANTY ABOVE) THAT IT IS WITHOUT DEFECT OR ERROR OR THAT CUSTOMER'S ACCESS THERETO WILL BE UNINTERRUPTED.

7. INDEMNIFICATION

7.1 Impartner Indemnification. Impartner agrees to defend Customer against any claims, demands, suits, or proceedings (each, a "**Claim**") made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of such third party and to indemnify Customer from any damages finally awarded by a court of competent jurisdiction against Customer or amounts agreed to in settlement in connection with any such Claim. Impartner's obligations under this paragraph shall only apply to the extent that: (a) Customer promptly notifies Impartner in writing of the Claim; (b) Impartner has control of the defense and all related settlement negotiations relating to the Claim, provided however the settlement of any Claim shall not be made without advance written permission of Customer, which shall not be unreasonably withheld; and (c) Customer provides Impartner with the assistance, information and authority reasonably necessary to perform the above. In no event will Impartner have any obligation or liability under this paragraph for any Claim or action under any legal theory if the Claim or action is caused by, or results from: (i) Customer's combination, operation or use of the Service with software or other materials not supplied by Impartner, (ii) any alteration or modification of the Service by Customer, (iii) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement, or (iv) the actions or omissions of any person or entity other than Impartner.

7.2 Remedy for Infringement. Should Customer's right to use the Service pursuant to this Agreement be subject to a Claim of infringement or if Impartner reasonably believes such a Claim of infringement may arise, Impartner may, at its option and in its sole discretion (i) procure for Customer the right to continue to access and use the Services; (ii) modify the Service to render it non-infringing but substantially functionally equivalent to the Service prior to such modification; or (iii) if the alternatives described in clauses (i) and (ii) of this paragraph are not commercially practicable, then Impartner may terminate this Agreement and refund to Customer any amounts pre-paid by Customer for the Service for the unused portion of the Subscription Term.

7.3 Customer Indemnification. Customer agrees to defend Impartner against any Claims made or brought against Impartner by a third party alleging that the Customer Data or any other information provided by Customer to Impartner for use in connection with the Service, infringes or violates the intellectual property rights or privacy rights of a third party and to indemnify Impartner from any damages finally awarded by a court of competent jurisdiction against Impartner or amounts agreed to in settlement in connection with any such Claim. Customer's obligations under this paragraph shall only apply to the extent that: (a) Impartner promptly notifies Customer in writing of the Claim; (b) Customer has control of the defense and all related settlement negotiations relating to the Claim, provided however the settlement of any Claim shall not be made without advance written permission of Impartner, which shall not be unreasonably withheld; and (c) Impartner provides Customer with the assistance, information and authority reasonably necessary to perform the foregoing. Impartner shall promptly provide Customer with written notice of any Claim which Impartner believes falls within the scope of this Section. Impartner's failure to provide written notice to Customer shall not affect Customer's indemnification obligations hereunder except to the extent that Customer is materially prejudiced thereby. At any time after Customer becomes aware of any such Claim, Customer may procure for Impartner the right to continue to use the information for use in connection with the Service at its own expense. Impartner shall not be responsible for any delay or disruption to the Customer's use of the Service, including any damages stemming therefrom, caused by a Claim falling under this section.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL IMPARTNER'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF MONEY PAID BY CUSTOMER FOR THE SERVICE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) ABOVE, THE LIABILITY OF IMPARTNER TO CUSTOMER FOR ACTUAL DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID (OR PAYABLE) BY CUSTOMER TO IMPARTNER HEREUNDER. THE FOREGOING SHALL NOT LIMIT THE PARTIES' PAYMENT OBLIGATIONS UNDER SECTION 3 ABOVE. CUSTOMER ACKNOWLEDGES THAT THE AMOUNT OF FEES PAYABLE BY CUSTOMER TO IMPARTNER HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT IMPARTNER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE LIMITATIONS ON ITS LIABILITY CONTAINED IN THIS SECTION. THESE LIABILITY LIMITATIONS APPLY EVEN IF CONTRACTUAL REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. Unless otherwise terminated as provided herein, this Agreement commences on the Effective Date and continues until the expiration of the Subscription Term specified in the Order Form.

9.2 Termination for Cause. A Party may terminate this Agreement for cause (i) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, if at any time Customer is not satisfied with Impartner's implementation services or setup of the Service or otherwise believes that Impartner has failed to satisfactorily complete the setup of the Service, then Customer's sole remedy shall be to notify Impartner of the failure or its dissatisfaction and Impartner shall then use commercially reasonable efforts to correct the implementation services or to properly setup the Service. If the Parties agree that Impartner is unable to complete the setup of the Service as originally agreed by the Parties under this Agreement and related Order Forms, then Customer may terminate this Agreement upon notice to Impartner.

9.3 Refund or Payment upon Termination. Upon any termination for cause by Customer, and subject to any adjustment under Section 3.1, Impartner shall refund Customer any prepaid fees covering the unused portion of the Subscription Term. Upon any termination for cause by Impartner, Customer shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Customer of its obligation to pay any fees payable to Impartner for any period prior to the effective date of termination.

9.4 Surviving Provisions. Sections 1, 3, 4, 5, 6, 7, 8, 9.4, 10 and 11 shall survive any termination or expiration of this Agreement.

10. COMPLIANCE WITH LAW

10.1 Compliance. Customer shall comply with all applicable laws, rules, regulations and guidance (whether or not legally binding) of competent regulators in its use of the Service, including without limitation the federal CAN-SPAM ACT OF 2003 (**CAN-SPAM**) and, where applicable, Directive 2002/58/EC, Directive 95/46/EC (and applicable implementing legislation in EU member-states) and Regulation (EU) 2016/679 (GDPR) and any legislation at the EU level or national level in any jurisdiction currently part of the European Economic Area which amends or replaces any of the foregoing.

10.2 Standards for Accepting Client Email Lists. Customer shall send emails on an "Opt-In" basis only; no emails may be sent via the Service unless they are "Opt-In" and are in compliance with all applicable laws. Impartner strongly urges Customer to send to double Opt-In lists only. In no event may Customer use the Service to send Spam. As used herein, "Spam" shall mean (a) unsolicited commercial email sent to a recipient who has not provided his/her/its email address directly to the sender, or sent to a recipient who would not have a reasonable expectation of receiving email from the sender, or who has entered their email address on a recognized list in order not to receive unsolicited communications (unless Customer has an explicit opt-in consent to receive direct marketing from Customer from that recipient addressed directly to Customer), or (b) any email advertising illicit or illegal activities, or (c) any electronic message sent to email addresses provided by a third party. Customer accepts all liability for, and agrees to indemnify and hold Impartner and its owners, officers, employees, representatives, agents, licensors, successors and assigns harmless from and against, any and all claims, damages, charges, costs, expenses, liabilities, causes of action and other obligations arising in connection with or as a result of (i) Customer's supplying Impartner with email address lists that were provided by a third party or that are not "Opt-in", or (ii) Customer's sending electronic mail that does not comply with the requirements of this Section 10. Nothing in this Section 10.2 shall limit or prejudice the general obligations of Customer set forth in Section 10.1 above.

10.3 Surviving Provisions. All emails built and/or sent by or on behalf of Customer using the Service must include a built-in unsubscribe link. Clicking unsubscribe links in the Service will flag an email address of a contact in Customer's database as an "Opt-Out" and prevent sending of email to that contact email address in the future. Physical mailing addresses are required for all emails sent through the Service by CAN-SPAM. Customer shall remove all contacts that have elected to unsubscribe via US mail within forty-eight (48) hours of receipt of the written request or earlier where required under applicable law. Impartner subscribes to major feedback loops and automatically unsubscribes all recipients who have registered complaints if and when Impartner has sufficient information to do so.

11. GENERAL PROVISIONS

11.1 Export Compliance. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the foregoing, (i) each of Impartner and Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Admin Users to access or use Service in violation of any U.S. export embargo, prohibition or restriction.

11.2 Force Majeure. Neither Party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, strikes, labor disputes and governmental demands or requirements. When a Party's delay or non-performance continues for a period of five (5) days or more, the other Party may terminate this Agreement without penalty. Any prepaid amounts shall be refunded on a prorated basis.

11.3 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

11.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.5 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and delivered to the addresses set forth on the first page of the Agreement and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after overnight delivery, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email.

11.6 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

11.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.8 Assignment. Customer may not assign, sublicense, or transfer this Agreement, the Service, any right to maintenance and/or support, or any rights or obligations hereunder without prior written consent of Impartner. Any such purported assignment, sublicense, or transfer shall be null and void. Impartner may terminate this Agreement in the event of any such attempted assignment, sublicense, or transfer upon written notice to Customer.

11.9 Governing Law; Venue. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Utah, without regard to its conflicts of laws rules. The state and federal courts located in Salt Lake City, Utah shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

11.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing that specifically references this Agreement and is signed by the Party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in any Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

APPENDIX A: REWARD PROCESSING

This Reward Processing Appendix ("Appendix") is hereby attached and made a part of the Impartner Subscription Agreement ("Agreement") between Impartner, Inc., a Delaware Corporation ("Impartner") and your company ("Customer"). By signing an Order Form, Customer agrees to be legally bound by this Appendix as of the Effective Date the Order Form. In the event of any conflict or inconsistency with the terms of the Agreement, this Appendix shall govern. Terms not defined herein shall have the meaning assigned to them in the Agreement. By signing an Order Form, Customer agrees to receive and Impartner agrees to provide management of Customer's rewards processing ("Services"), including providing reward availability and tracking reward payments under the following terms and conditions:

1. Overview. Customer will be responsible for providing approval of all necessary information required by Impartner to perform the Services, whether such information is provided by Customer, its customers, consultants, end users, advocates or other agents of Customer ("Users") or Recipients (as defined below), including, but not limited to, the reward amount(s) ("Reward") or data necessary for Reward

calculation, the party to receive the applicable Reward ("Recipient"), and method of issuing the Reward. To the extent Impartner does not have the necessary information to process a Reward, Impartner shall notify Customer and Customer shall be solely responsible for providing the information or obtaining the information from the applicable User. Impartner shall not be liable or responsible for failing to process a Reward if the Recipient Information has not been provided to Impartner. Upon execution of the Order Form, Impartner will implement Customer's specifications into Impartner's Application management interface ("Interface"). For purposes of this Appendix, "Application" means a database and software web services application offered to Customer over the Internet and accessible by a URL designated by Impartner. For the avoidance of doubt, this Appendix does not provide for the licensing of the Application, which is subject to the terms and conditions in the Agreement.

2. Recipient Information. Customer, or a User on Customer's behalf, is responsible for providing Impartner with the name of each Recipient and sufficient information to enable delivery of a Reward, including email address, physical address and/or bank account information ("Recipient Information"). Customer represents and warrants that it has obtained or has required Users to obtain all necessary consents, rights and permissions to disseminate or otherwise transfer such information, in writing, orally and/or electronically to Impartner for purposes of Impartner performing the Services. Customer agrees to indemnify, defend, and hold Impartner and its Payment Processors harmless against any claim or action brought by any User, Recipient or third party for an actual or alleged violation of this Section and any other losses, liabilities, damages and claims arising from Customer's failure to obtain the necessary consents, rights or permissions. This obligation of Customer shall not be subject to any limitation of liability set forth in the Agreement.

3. Use of Third-Party Payment Processors. In order to provide the Services, Impartner may, in its sole discretion, utilize the services of one or more third-party networks, payments processor or providers (each a "Payment Processor"), such as gift card vendors or cash payment vendors to facilitate the transfer of funds. Impartner may change Payment Processors at any time in its sole discretion with or without notice to Customer. In the event Impartner determines, in its sole discretion, that it is unable to provide the Service due to a Payment Processor, Impartner may temporarily discontinue the Service or provide the Service through an alternate Payment Processor. In the event Impartner temporarily discontinues the Service or provides the Service through an alternate Payment Processor, Impartner shall have no liability to Customer for the unavailability or delays in providing the Service.

4. Reward Calculation. Prior to implementation of the Services, Customer and Impartner will agree in writing upon the method of calculating the Reward (i.e. a fixed Reward amount, a percentage of revenue, or other method of calculation as the parties may agree to in the Statement of Work or through a ticket submitted via Task View). As part of the Services, Impartner will calculate the amount of the Reward to be paid to each Recipient based upon the calculation method agreed upon in the Statement of Work. By using the Interface, Customer may change any variable amounts in the calculation. However, a change to the method of calculation shall require a Change Order to the Statement of Work if additional implementation services are required to be performed by Impartner. For purposes of this Appendix, "Change Order" means a ticket submitted via Task View.

5. Payments Approval. Impartner will determine Reward amounts based upon data provided by Customer and Users on Customer's behalf. Impartner will attribute Reward payments to Recipients based upon the data received from Customer and Users of the Program. Customer shall remain solely responsible for the accuracy of this data. In addition, Customer has the option to approve Reward payments by using the Interface and auditing capabilities provided by the Application. In the event that Customer elects not to use such capabilities, Customer agrees and authorizes Impartner to approve all Rewards automatically. Further, Impartner shall have no liability or responsibility to Customer or a Recipient for the timeliness, accuracy, completeness or appropriateness of any data and/or information received by Impartner from Customer, Customer's systems, other financial institutions or any Payment Processor, including for undelivered Reward payments. If Customer believes or suspects that the Application has been compromised in any manner, or has become known or accessed by an unauthorized person (whether or not employed by Customer), Customer agrees to promptly notify the Impartner. Such compromise or unauthorized access will not affect any Reward payments Impartner

instructed a Payment Processor or Customer to make in good faith prior to Impartner's receipt of Customer's notification and for a reasonable time period thereafter.

6. Funding of Reward Payments. Prior to Impartner or its Payment Processor issuing a Reward payment, Customer must approve and provide sufficient funds for the Reward payments. Impartner will invoice Customer for the amount of the Rewards plus any applicable transaction fees as set forth in the Order Form. To expedite Reward payments, Customer may elect to prefund the Rewards account with Impartner on a periodic basis to assure that sufficient funds are available to make Reward payments and pay the applicable fees at the time that the Recipient is eligible to receive the Reward. Impartner will retain an accounting of differences between accumulated funds and Reward payments so that Customer can make adjustments to future prefunding amounts. Upon termination of this agreement, all unused prefunded amounts will be returned to Customer within thirty (30) days of the effective termination date. CUSTOMER AND IMPARTNER AGREE THAT IMPARTNER'S SOLE OBLIGATIONS ARE MANAGING AND FACILITATING THE REWARDS PAYMENTS PROCESS FOR CUSTOMER. ALL REWARDS ISSUED WILL BE APPROVED BY CUSTOMER AND ISSUED TO RECIPIENTS AT THE DIRECTION OF AND ON BEHALF OF CUSTOMER. IMPARTNER SHALL NOT FUND OR PAY ANY RECIPIENTS ON ITS OWN BEHALF OR FOR ITS OWN BENEFIT.

7. Reward Management and Payment Timing. Impartner will communicate to the Customer, as specified in the Order Form, the amount of Rewards to be paid, the names of the Recipients and the Recipient Information to issue Reward payments. If Impartner is using a Payment Processor to issue Reward payments, Impartner will use commercially reasonable efforts to initiate Reward payments at the mutually agreed intervals. If Rewards are to be issued in cash-equivalents, including checks, ACH (Automated Clearing House), or wire transfers, Impartner will accrue and issue the Reward payments on a monthly basis, unless otherwise agreed upon in the Order Form. Notwithstanding the foregoing, Customer understands that circumstances beyond Impartner's reasonable control may cause delays in payment, including, but not limited to, acts of god, utility or telecommunications failures, electrical outages, storms or other elements. For certain payment types, actual payment delivery date is dependent upon activities such as Payment Processor schedules, banking system transfer times, or postal service delivery times. For any Reward payment that requires the use of an account name and account number, if the account name and account number do not match, any financial institution involved in the Reward payment may, in its sole discretion, reject the Reward payment or rely solely upon the account number or other identifying number provided by Customer.

8. Payments Compliance. Customer is solely responsible for determining if a Reward payment or designated Recipient receiving a Reward would violate any provision of any present or future risk control program of the Federal Reserve, Office of Foreign Assets Control (OFAC) policy, Presidential Order, Financial Industry Regulatory Authority (FINRA) policy, any anti-money laundering (AML), anti-terror regulations or other applicable Law. For the purposes of this Appendix, "Law" means all federal, state and local laws, statutes, rules, codes, directives, regulations, orders and ordinances, as enacted and/or amended from time to time and any rule, regulation, order, directive or decision of any governing trade association, as enacted and/or amended from time to time, including, as applicable, NACHA, Electronic Check Clearing House Organization, card associations, clearinghouses, networks and/or other associations involved in transactions under this Appendix. In addition to the foregoing, Impartner may suspend the Services if: (a) the Reward payment violates, in Impartner's sole reasonable opinion, any of the foregoing, (b) Customer is in breach of the Agreement or this Appendix, (c) Customer has not provided sufficient funds to complete the Reward payment (including applicable fees), (d) Customer has provided insufficient Recipient Information, or (e) Impartner, in its sole discretion, determines that there is or may be compromise of or unauthorized access to the Service.

9. Currency Exchange Rates. If Customer requests that Impartner calculate Reward amounts in non-US currency, Impartner will calculate estimated amounts that Customer can expect to fund using currency exchange rates publicly available on the date that the Reward to be paid is submitted to Impartner or approved for payment. Notwithstanding the foregoing, if a Recipient is receiving a Reward payment outside of the U.S. in a foreign currency, such Reward payment will be subject to the then-prevailing currency exchange rates at the time a Reward payment is made regardless of any prior estimated amounts provided by Impartner. Customer acknowledges that Reward amounts provided prior to the

Reward payment are solely estimates and may not reflect the actual amount that Customer is required to fund. In addition, before releasing foreign Reward payments, Impartner will invoice Customer for expected costs based upon the then-prevailing currency exchange rate plus an additional percentage, up to five percent (5%) ("Float") to set off any differences between the currency conversion rate at the time of invoice and the rate at the time of expected funding by the Customer and the currency conversion rate at the time of actual release of the foreign Reward payment. Impartner, will retain an accounting of the Float so that subsequent invoices may be adjusted to keep the accumulated Float amount within a reasonable amount. Upon termination of this Appendix, any unused Float amounts will be returned to Customer.

10. Limitation of Liability. Unless as otherwise agreed upon in this Appendix, each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this Appendix, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and this Appendix. For the avoidance of doubt, Impartner's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and this Appendix shall apply in the aggregate for all claims under both the Agreement and this Appendix, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such Appendix. Also, for the avoidance of doubt, each reference to the Appendix in this Appendix means this Appendix including its Schedules and Exhibits.

11. Reporting and Forms. Customer acknowledges that it is not possible for the Services to be free of operator, program or equipment error and that errors in processing and compiling Reward related data may occasionally occur, requiring adjustments. As such, Customer agrees to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. If the Services require Impartner to provide Customer or Recipients, on Customer's behalf, with reports, forms or other tax documentation, including Form 1099 ("Documentation") and Customer notifies Impartner within thirty (30) days of receiving the Documentation that such Documentation is not accurate, Impartner may, when Impartner, in its sole discretion, determines it feasible to do so, correct such Documentation and provide the corrected Documentation to Customer. For clarification, any Documentation provided to Recipients by Impartner is on behalf of Customer, and Customer shall be designated as the Payer for the purposes of such Documentation. Customer agrees to pay all fees and amounts incurred by Impartner in providing such Documentation to Recipients. Customer agrees to indemnify, defend, and hold Impartner and its Payment Processors harmless against all claims or actions for an actual or alleged violation of this Section, obligation to report income or payments, and any other losses, liabilities, damages and claims arising from Customer's failure to properly report taxes under this Appendix. This obligation of Customer shall not be subject to any limitation of liability set forth in the Agreement.

12. Term and Termination. This Appendix shall have the same term as the Agreement. This Appendix may only be terminated as described in the Agreement.

13. Effect of Termination or Breach on Reward Payments. In the event of termination or breach of this Appendix, Customer shall remain responsible for the funding of any approved Reward payments to Recipients through the effective date of such termination and for all fees and charges for the Services for the processing of Reward payments through and after the effective date of such termination.