

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

Last revised February 3rd, 2015

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

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

The Parties hereby agree as follows:

1. Definitions.

(a) "Partner Training Portal" means a CoachUp Site, from which prospective Customers may subscribe to the Coaching Service, that is co-branded with Marks of both Partner and CoachUp, pursuant to this Agreement and CoachUp's then-current standard practices for co-branding.

(b) "CoachUp Materials" means any information, content and materials provided by CoachUp to Partner describing the Coaching Service for use in conjunction with the Agreement (c) "CoachUp Site" means a CoachUp web site, including www.coachup.com and any related domains and subdomains, through which prospective customers or Partners may subscribe to the Products and/or customers may access and use the Products.

(d) "Client" means any Managed Customer or Unmanaged Customer.

(e) "Client Data" means information relating to Customers collected by or for CoachUp in connection with the Coaching Service, including the Customer's contact information.

(f) "Email Marketing Support" means a variety of online tools and resources to collect visitor email addresses and to create, launch, and manage online email campaigns provided by CoachUp to potential customers.

(g) "Event Marketing Support" means a variety of online tools and resources provided by CoachUp to Partners to manage certain aspects of events held by CoachUp Partners in promotion of their Partner Training Portal.

(h) "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. (i) "Managed Customer" means a third party that has subscribed to the Coaching Services where the Partner has complete access to such third party's account (including its Subscriber Data) by means of the Partner Training Portal.

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

(k) "Partner Console" means a partner console that CoachUp may make available to Partner in CoachUp's sole discretion to assist the Partner in operating its Training Portal.

(l) "Partner Site" means Partner's web site through which prospective Customers will access the Co-Branded Training Portal.

(m) "Coaching Services" means the Revenue/Discount coaching services and any other CoachUp online products and services.

(n) "Revenue/Discount Products" means the following: CoachUp online products and services: one-on-one or small group training services, and any other products or services that CoachUp offers a revenue share or discount on, in its sole discretion.

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

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

(s) "Unmanaged Customer" means a third party that has subscribed to the Coaching Services through use of the Co-Branded Training Portal where the Partner does not have access to such third party's account (including its Subscriber Data) by means of the Partner Console.

(t) "User Agreements" means CoachUp's Website and its 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 Coaching Services, generally available through the CoachUp Site, as each of the foregoing may be amended by CoachUp from time to time in its sole discretion.

2. Activities and Responsibilities.

(a) Appointment. Subject to the terms and conditions of this Agreement, CoachUp 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 Coaching Services.

(b) Marketing and Promotion. Subject to the terms and conditions of this Agreement, Partner shall actively promote and market the Coaching Services on the Partner Site and in promotional messages to Customers and prospective Customers in accordance with CoachUp'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 CoachUp. In connection with its marketing activities hereunder, Partner agrees to represent itself accurately with respect to its CoachUp accreditations or certifications, if any.

(b) Link from Partner Site to Co-Branded Training Portal. Promptly following the Effective Date (defined below), the Parties will establish a link, using links and navigation procedures specified by CoachUp, in its sole discretion, from the Partner Site to the Co-Branded Training Portal. Upon establishing such links and navigation procedures, CoachUp shall make the Coaching Services available to prospective Customers, subject to the User Agreements.

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

(f) Limitations. Partner is authorized to represent to prospective Customers only those facts about the Coaching Services as are stated in current 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 CoachUp's products or services.

(g) CoachUp Policy and End User Requirements. Partner agrees to CoachUp's policies posted on the CoachUp Site and in effect from time to time, including the User Agreements. Partner shall not distribute or otherwise make available the Coaching Services to any third party (each an "End User") except through the Co-Branded Training Portal or, where applicable, the Partner Console. In any case, Partner shall not make the Coaching Services 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 CoachUp to investigate any alleged breaches thereof.

(h) Solution Provider Program. In connection with Partner's appointment as a marketing partner of CoachUp, Partner will be entitled to take advantage of the Solution Provider Program Schedule currently in effect the "Program Schedule") in accordance with the terms set forth therein and as amended from time to time. Partner is responsible for reviewing the Program Schedule from time to time and remaining aware of the requirements and benefits offered therein. The Program Schedule, including the minimum standards, discounts and revenue share described therein, is subject to change at any time in CoachUp's sole discretion, and if Partner does not agree to any such changes, Partner must terminate this Agreement. CoachUp will use good faith efforts to notify Partner prior to the effectiveness of any significant change to the Program Schedule. Trying to manipulate data in an attempt to circumvent the Program Schedule is prohibited. Any disputes about any benefits owed to Partner under the Program Schedule must be submitted to CoachUp in writing within sixty (60) days of the date such benefits were made available or payments were made by CoachUp. Partner agrees to waive all disputes not brought within the sixty (60) day period, and all such charges will be final and not subject to challenge. CoachUp's obligation to provide Partner with any of the benefits set forth on the Program Schedule shall take effect upon the Effective Date and continue for the duration of the Term but shall not survive beyond the termination of the Agreement. Partner will not be entitled to receive any benefits under the Program Schedule with respect to Customers that are not in compliance with the User Agreements.

(i) Accreditation and/or Certification. Partner will not hold itself out as an "accredited" or "certified" partner of CoachUp without the prior written consent of CoachUp and unless it has fulfilled and maintained the then-current requirements applicable to such designation. CoachUp may withdraw Partner's right to promote, market or otherwise use such designation at any time in CoachUp's sole discretion. In any case, Partner shall be solely responsible for any use of any such designation. (j) Lead Passing Program. Partner agrees to the terms and conditions of set forth on Exhibit B attached hereto and made a part of this Agreement.

3. Partner Marketing Account. Subject to CoachUp's then-current policies and procedures, CoachUp shall provide Partner with a free CoachUp account during the Term (the "Partner Marketing Account") within the Partner Console. Partner's use of the Partner Marketing Account is subject to the User Agreements. The Partner Marketing Account may not be resold or sublicensed. Partner will also be responsible for all fees associated with any use of the Partner Marketing Account for any additional Products, services or functionality for which CoachUp charges a separate fee. Notwithstanding anything set forth herein to the contrary, CoachUp reserves the right, in its sole discretion and with or without notice, to modify the features and limitations of the Partner Marketing Account, which includes the right to remove the right to such account entirely.

4. Intellectual Property.

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

(b) Marks License.

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

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

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

(c) Sales and Marketing Materials License. During the Term, CoachUp grants Partner the non-exclusive, non-transferable, non-sub licensable right and license to: (i) use the CoachUp Materials during the Term solely in conjunction with the marketing and promotion of the Products, and (ii) modify certain of the CoachUp Materials expressly designated for such purpose by incorporating Partner's Marks, subject to CoachUp's prior written approval. All such modified materials will be deemed CoachUp Materials under this Agreement, except that CoachUp's ownership of the CoachUp 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 CoachUp Materials or CoachUp Marks, or any other materials, trademark, trade name or product designation belonging to or licensed to CoachUp.

(d) Partner Directory. Notwithstanding anything set forth herein to the contrary, CoachUp shall have the right to include Partner's name and logo in its partner directory and marketplace unless Partner provides CoachUp with written notification it does not want to be included therein.

(e) Data License. Subject to the terms and conditions of this Agreement, (i) Partner hereby grants to CoachUp 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 CoachUp a non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, irrevocable license to use the Customer Data in connection with the Coaching Services and to communicate with Customers regarding the Products (including with respect to the marketing and sale of other CoachUp products and services). Partner represents that it has the right to grant the foregoing rights to CoachUp.

5. Confidentiality, 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 CoachUp shall include any data about its customers or users that it makes available to Partner from time to time in its sole discretion ("CoachUp User Data").
- (ii) (ii) Mutual Obligations. Each Party shall (i) hold the other Party's Confidential Information in confidence, (ii) 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 (iii) 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 which (i) is already known by the recipient, (ii) becomes publicly known through no act or fault of the recipient, (iii) is received by recipient from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the other Party's Confidential Information. Where Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, the Party subject to such requirement shall immediately notify the disclosing Party upon learning of the existence or likely existence of such requirement and shall use reasonable efforts to avoid such disclosure and, if necessary, use reasonable efforts to obtain confidential treatment or protection by order of any disclosed Confidential Information.
- (iii) Ownership. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing Party.

(b) Data Privacy. Partner agrees to treat Personal Information (as defined below) in accordance with the provisions set forth below. With respect to Personal Information that is also CoachUp'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 CoachUp's possession, with respect to which CoachUp has made certain commitments regarding data privacy, confidentiality, and security, including CoachUp 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 CoachUp any improper or prohibited use or disclosure of the Personal Information of which it becomes aware.

(c) Subscriber Data. CoachUp and Partner each acknowledge that it shall not make any use of the Subscriber Data except as necessary for permitted use of the Products by Customers and/or Subscribers or as otherwise consented to by a Subscriber. (d) Survival. The Parties' respective obligations 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.

6. Term and Termination. (a) Acceptance; Term. CoachUp 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 CoachUp provides such acceptance shall be the "Effective Date"). If Partner is accepted as a CoachUp 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 CoachUp partner program described herein. If CoachUp does not accept this Agreement in writing by the end of the ten (10) day period, the Agreement is deemed rejected. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of one (1) year from the Effective Date (the "Initial Term"). The Agreement shall thereafter automatically renew for successive one (1) year periods (each a "Renewal Term"; all such Renewal Terms together with the Initial Term, the "Term"), unless either Party sends written notice of non-renewal at least thirty (30) days prior to expiration of the current one (1) year term. (b) Right to Terminate. Notwithstanding any other provision hereof, this Agreement may be terminated as follows: (i) by either Party within thirty (30) 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 CoachUp 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 any Partner benefits, 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 CoachUp Confidential Information, including all documentation, manuals, instructions and other information associated with the products and services, and upon request, provide CoachUp with certification thereof. Without in any way limiting the foregoing, the Parties agree that following termination of this Agreement, CoachUp may continue to make the Coaching Services available directly to Customers, without any liability or obligation to Partner.

7. Representations and Warranties; DISCLAIMER. (a) General. The Parties each represent and warrant as of the Effective Date and for as long as this Agreement is in effect as follows: (i) if the Party is an entity, 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. (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. COACHUP MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET USER REQUIREMENTS OR THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. 8. Indemnification. Partner shall defend, indemnify and hold CoachUp harmless from and against any lawsuit, claim, damage, liability, or expense (including reasonable attorneys' fees) incurred by CoachUp as a result of any third-party claim against CoachUp resulting from or relating to CoachUp's use of the Partner Marks, the content on Partner's website, Partner's unauthorized marketing, promotion, use or distribution of the Coaching Services or 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 CoachUp by Partner. 9. Limitation of Liability. EXCEPT FOR PARTNER'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8 HEREOF, (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 COACHUP UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM AND (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES. 10. Compliance with Laws. 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 Coaching Services 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. 11. Miscellaneous Provisions. (a) Relationship of the Parties. The Parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture. (b) Non-exclusive. Nothing contained in this Agreement shall be construed as creating an exclusive relationship between Partner and CoachUp. (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) 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. COACHUP 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. (f) 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. (g) 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 CoachUp'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. (h) 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. (i) Sole Responsibility. Partner acknowledges that (i) the Products and any related services may be subject to temporary shutdowns due to cause beyond CoachUp's reasonable control; and (ii) subject to the terms of this Agreement, CoachUp retains sole right and control over the development, content and conduct of its products and services. (j) Responsibility. Partner agrees to ensure that each of its employees, contractors, subcontractors, agents and team members comply with Partner's obligations under this Agreement. (k) Modification. CoachUp may update or amend this Agreement at anytime in its sole discretion by posting the new agreement on the CoachUp Site, and such new Agreement shall be effective immediately upon such posting. (l) Entire Agreement. Except as set forth in the next sentence, this Agreement (including the Exhibits hereto and other documents referenced herein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral, written or online agreements. If Partner has previously entered into a "Business Partner Services Agreement" (or any similar agreement) with CoachUp, then the Parties hereby agree that such prior agreement shall be terminated and shall be superseded by the terms and conditions set forth herein, except that any customers of Partner on the Effective Date for whom CoachUp would have paid Partner a revenue share under such prior agreement will be considered Customers hereunder. 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. (m) 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. (n) Notices. Partner agrees that CoachUp 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 CoachUp receives notice that the email was not delivered. If the notice is sent by mail, CoachUp will consider it to have been received by Partner three (3) business days after such notice has been sent. Any notice to CoachUp must be sent by postal mail to: CoachUp, Inc., Attention: General Counsel, 355 Congress St., 2nd Floor. Boston, MA, 02210, with a copy to: CoachUp, Inc., Attention: Controller, 355 Congress St., 2nd Floor. Boston, MA, 02210. (o) Survival. The provisions of this Agreement relating to Confidential Information, Indemnification, Limitation of Liability, Disclaimer, and provisions under this Section 11 (Miscellaneous) shall survive any termination or expiration of this Agreement. EXHIBIT A FEATURES OF PARTNER MARKETING ACCOUNT CoachUp will provide Partner with one Partner Marketing Account. Partner will only use the CoachUp User Data (defined in the Agreement) to perform the Services and only in compliance with its obligations hereunder. Partner agrees to perform the Services in a professional and workmanlike manner and in accordance with industry standards and any scripts, guidelines or other specifications provided by CoachUp from time to time. Any additional services mutually agreed to by the Parties shall be set forth in a Statement of Work. Each Statement of Work shall be governed by the terms and conditions of this Agreement by reference. 2. Service Levels. CoachUp may survey the Leads and use any other method of assessing Partner performance in connection with the Program. If Partner does not meet CoachUp's service level requirements, CoachUp may, among other things, no longer work with Partner. . 3. License and Deletion. Nothing in this Agreement will be construed to convey any right, title or interest in the CoachUp User Data to Partner. CoachUp hereby grants Partner a limited, non-exclusive, revocable license to use such CoachUp User Data solely to the extent required to deliver the Services. Partner's license to use the CoachUp

Data will expire automatically the earlier of (i) the date the Lead's information is removed from Partner's Partner Training Portal (solely with respect to the removed data), and (ii) the expiration of the Term (with respect to all CoachUp User Data). Partner agrees to destroy all CoachUp User Data and any copies thereof in Partner's possession or control upon such expiration.

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

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

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

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