

FLEXPRICER PARTNER PROGRAM AGREEMENT

(FPPA Version Date: 1st August 2020)

THIS FLEXPRICER PARTNER PROGRAM AGREEMENT (“**FPPA**”) AND THE PROGRAM POLICIES REFERENCED HEREIN (COLLECTIVELY, THE “**AGREEMENT**”) GOVERNS YOUR PARTICIPATION IN THE FLEXPRICER PARTNER PROGRAM. BY ACCEPTING THIS FPPA, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. YOU AND SUCCESSTRICS UK LIMITED (“**SUKL**”) ARE EACH A “**PARTY**” AND COLLECTIVELY “**PARTIES**” TO THIS AGREEMENT.

YOU MAY NOT PARTICIPATE IN THE PARTNER PROGRAM IF YOU (I) DO NOT AGREE WITH THESE TERMS AND CONDITIONS, OR (II) ARE OR BECOME (IN WHOLE OR IN PART) A DIRECT COMPETITOR OF SUKL EXCEPT WITH SUKL’S PRIOR WRITTEN CONSENT. FURTHER, YOU MAY NOT JOIN THE PARTNER PROGRAM FOR PURPOSES OF MONITORING SUKL OR ITS SERVICES, THEIR PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

THE AGREEMENT BETWEEN YOU AND SUKL ALSO INCLUDES THE PROGRAM POLICIES. IT IS VERY IMPORTANT THAT YOU ALSO READ THE PROGRAM POLICIES.

Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Beta Services**” means Services or functionality that may be made available to Customer or Partner to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Content**” means information obtained by SUKL from publicly available sources or its third party content providers and made available to Customer or Partner through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Customer**” means an individual or entity (including its Affiliates) that has entered into a Master Subscription Agreement with SUKL and one or more Order Form(s) to purchase Services.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SUKL Applications.

“**Documentation**” means usage guides and policies for FlexPricer, as updated from time to time, accessible via flexpricer.com or within the FlexPricer app.

“**Effective Date**” of this Agreement will be the date on which Partner accepts this Agreement as set forth above.

“**Non-SUKL Application**” means a Web-based, mobile, offline or other software application functionality that is provided by Customer, Partner or a third party and interoperates with a Service, including, for example, an application that is developed by or for Customer or Partner, is listed on an online directory, catalog or marketplace of applications that interoperate with the Services. The salesforce.com platform is a Non-SUKL Application.

“**Order Form**” means, depending on the context in which it is used herein,

(i) the ordering documents that are entered into between Partner and SUKL from time to time for certain additional Program Benefits, including any addenda to such ordering documents; Order Forms submitted by Partner shall be deemed incorporated herein by reference;

or

(ii) ordering documents or online order specifying the Services to be provided to a Customer and associated with a Customer's purchase of Services from SUKL.

"Force Majeure" means events or circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labour problems (other than those involving SUKL's employees), telecommunications or network failures or delays, service or computer failures involving services, hardware, or software not within SUKL's possession or reasonable control, and acts of vandalism (including network intrusions and denial of service attacks).

"Participation Qualifications" means the requirements set forth in the applicable Program Policies.

"Partner" means (i) a company or other legal entity, or (ii) an individual acting on their own behalf, who has agreed to this Agreement.

"Partner Program" means, collectively, the Program Benefits and rights and obligations of Partner and SUKL that are described in the Program Policies. The Partner Program does not provide distribution rights to the Partner for the Services, nor does it contemplate any kind of reseller relationship between SUKL and Partner, which are governed by separate and additional SUKL agreements and application processes.

"Partner Services" means the online, Web-based applications and platform to facilitate Partner's partner relationship with SUKL and available via www.flexpricer.com and/or other designated websites, that are provided to Partner in accordance with this Agreement, including associated offline components, but excluding any Non-SUKL Applications

"Partner Tier" means Partner's level in the Partner Program. Partner Tiers are described more fully in the Program Policies and are subject to change from time to time.

"Partner User" shall mean an individual who is authorized by Partner to use the Services or Partner Services that SUKL makes available to Partner, and to whom Partner (or, when applicable, SUKL at Partner's request) has supplied a user identification and password (for Services or Partner Services utilizing authentication). Partner Users may include, for example, employees, consultants, contractors and agents of Partner, and third parties with which Partner transacts business.

"Program Benefits" means the materials and/or services that may be provided to Partner under this Agreement. Certain Program Benefits may be subject to payment of additional fees.

"Program Fees" means, any fees that Partner must pay SUKL for additional Program Benefits, as further described in the Program Policies.

"Program Policies" means the terms describing the Partner Program, Partner Tiers, Program Benefits, and other policies governing Partner's participation in the Partner Program, as set forth in this FPPA and at www.flexpricer.com/partners

"SUKL" means the company as set forth in **Section 16** (Parties, Legal Notices, Governing Law and Jurisdiction) of this FPPA.

"Services" means the products and services that are ordered by Customer under an Order Form (or otherwise provided to Partner in accordance with this Agreement) and made available online by SUKL, including associated SUKL offline or mobile components, as described in the Documentation. Services exclude Content, Non-SUKL Applications and the salesforce.com platform.

1. Program Overview

1.1. Enrollment. To participate in the Partner Program a Partner must be enrolled. To enroll in the Program, the Partner must fulfill the Participation Qualifications set forth in the Program Policies, and be accepted by SUKL.

1.2. Fees. Participation in the Partner Program, including assignment to Partner Tiers or the receipt of certain Program Benefits, may be subject to Program Fees as described in the Program Policies. Payment obligations are non-cancelable and fees paid are non-refundable.

1.3. Partner Affiliates. Partner Affiliates may hold themselves out as Partners of SUKL solely as expressly permitted pursuant to the Program Policies for such Partner Program, and only for the purposes of such Partner Program, subject to Partner's obligations with respect to the disclosure of third parties in Section 2.6(Disclosure of Third Parties). Unless otherwise agreed by the Parties in writing, Partner is responsible for ensuring any Partner Affiliate holding itself out as a Partner of SUKL complies with the terms of this FPPA and first completes SUKL's compliance and due diligence forms and receives SUKL's written approval of such forms(before holding itself out as a Partner of SUKL), available upon request by logging a case with SUKL .Participation by Partner Affiliates in this manner may be denied or revoked at anytime by SUKL in SUKL's sole discretion. Alternatively, each Partner Affiliate that desires to be a member of the Partner Program must separately agree to this Agreement and take such other steps to enrol as are specified in the Program Policies.

1.4. Opt-in to Marketing. Partner's participation in the Partner Program will serve as an opt-in to receive SUKL's marketing communications. Partner will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from any persons or Partner Users who are signed up to the Partner Program on Partner's behalf. Partner may elect to opt-out from receiving SUKL's marketing materials by contacting SUKL directly.

1.5. Partner-Sponsored Co-Marketing Activities and Expenses. Partner may not sponsor and will not be reimbursed for any co-marketing activities or events, unless Partner has first accepted the terms of the SUKL Partner co-marketing agreement available on request.

2. Compliance

2.1. Compliance with Laws.

2.1.1. Compliance with Applicable Laws. In connection with this Agreement, Partner shall comply, and shall ensure its employees, officers, directors, and any third parties performing activities on Partner's behalf comply, with all applicable laws and regulations, including, without limitation, trademark and copyright laws and ICANN policies and procedures governing domain names("Applicable Laws") and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to SUKL, Customers, the Services, or to the public. SUKL shall comply with Applicable Laws that are applicable to SUKL generally (i.e., without regard to Partner's and/or any Customer's particular use of the Services or Partner Services) in its performance of its obligations here under.

2.1.2. Compliance with Anti-Corruption Laws. Without limiting Section 2.1 above, in connection with the Agreement, Partner, and all employees, officers, and directors, and any third parties working for Partner or performing activities on Partner's behalf, (1) will comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations (collectively, the "**Anti-Corruption Laws**"); and (2) shall keep accurate books, accounts, and records. It is the intent of the Parties that no payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

2.1.3. Consequences of Violation. Partner hereby acknowledges and agrees, SUKL may terminate or suspend this Agreement immediately by written notice without any liability to Partner: (1) upon any violation by Partner of this Section 2; or (2) circumstances causing SUKL to believe, in good faith, that Partner, or any of its owners, directors, employees, or third parties (including sub-contractors, sub-distributors, integrators, or other third parties), has engaged in illegal conduct or unethical business practices, including any potential violations of the Anti-Corruption Laws. Termination or suspension by SUKL under this section shall be in addition to, and not in lieu of, SUKL's other legal rights and remedies. If SUKL terminates or suspends the Agreement under this section, SUKL may suspend or withhold any payments to Partner hereunder. SUKL will not be liable for any claims, losses, or damages arising from or related to failure of Partner to comply with the Anti-Corruption Laws or this Agreement or related to the termination or suspension of this Agreement under this clause, and Partner will indemnify and hold SUKL harmless against any such claims, losses, or damages.

2.2. Training. Partner agrees that it has provided or will provide training and information to its officers, directors, employees, and any third parties utilized by Partner in connection with performance of this Agreement as necessary to ensure full compliance with the Anti-Corruption Laws and any other applicable laws and any obligations set forth in this Section 2.

2.3. Certification. Partner agrees that Partner, by and through an authorized officer, will periodically, at SUKL's request, complete SUKL's Due Diligence Questionnaire and Compliance Certification and/or otherwise certify compliance in writing with Partner's obligations set forth in this Section 2. Partner may be subject to additional due diligence, questions and training, as determined by SUKL in its sole discretion.

2.4. Reporting Potential Violations. Partner agrees that it shall promptly inform SUKL's Legal Department (legal@flexpricer.com) in writing should it or any of its officers, directors, or employees learn of, or suspect, any act or circumstance that may violate applicable laws in connection with this Agreement.

2.5. No Affiliation with Government Officials – Disclosure Obligation. Partner affirms that (1) none of its owners, directors, employees and, to its knowledge, third parties involved in the performance of this Agreement is a Government Official or a Close Family Member of a Government Official with the ability, or appearance of ability, to influence the performance of this Agreement; or that (2) it has fully described any such relationship in writing to SUKL's Legal Department (legal@flexpricer.com) and received acknowledgement by SUKL's Legal Department of such disclosure. For purposes of this Agreement (A) "Government Official" means an officer or employee of any government; officer or employee of any public international organization; officer or employee of any department, agency, or instrumentality of any government or of any public international organization; officer or employee of any government-owned or government-controlled company; political party; political party official; or anyone, whether a private person or otherwise, acting in an official capacity on behalf of any of the above or of any government entity and (B) "Close Family Member of a Government Official" means the Government Official's spouse, the Government Official's or the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; the spouse of any of the above; or any other person who shares the same household with the Government Official. In the event that during the term of the Agreement there is a change in the information described in this paragraph, Partner shall promptly disclose such change to SUKL's Legal Department in writing.

2.6. Disclosure of Third Parties. Partner shall not utilize or employ any Affiliate, third-party subcontractor, consultant, agent, or other intermediary in connection with the performance of lead generation and referral activities hereunder or in connection with the resale of SUKL Services to government entities (pursuant to a separate agreement between SUKL and Partner) without prior review and approval by SUKL. To request SUKL's review and approval, include details of the foregoing in the due diligence documentation requested by SUKL at the time of Partner onboarding or by logging a case with SUKL. SUKL will have the authority to accept or reject any proposed third party.

2.7. Inspection Rights. SUKL shall be allowed reasonable access to inspect, audit, and make copies of Partner's relevant books, records, and accounts, and may use third-parties, such as external audit firms, to assist in any such activities. Such inspection and audit may include interviews of relevant Partner personnel. Such audit may be conducted during regular business hours at Partner's offices and shall not unreasonably interfere with Partner's business activities. Partner agrees that it will fully cooperate with SUKL's reasonable requests in any such audit.

2.8. Export Compliance. SUKL and Partner each represents that it is not named on any U.S. government denied-parties list. Neither party will access or use any Partner Services, Program Benefits or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

3. Services, Compliance and Technical Training

3.1. Partner's sales representatives must be reasonably capable of effectively delivering SUKL's value proposition and must be generally knowledgeable about the Services and their interfaces, advantages and high-level functionality. Other requirements regarding Partner Services, compliance and technical training are described in the Program Policies.

4. Intellectual Property Ownership

4.1. Technology. Subject to the limited licenses and rights set forth in this Agreement, nothing in this Agreement transfers or assigns to either Party any of the other Party's intellectual property or other proprietary rights in the other Party's technology, products or services. The intellectual property and other proprietary rights in SUKL's technology, products and services, including without limitation, the Services and the Partner Services, are defined herein as "**SUKL's Property.**"

4.2. SUKL Trademarks. SUKL's marks, including those identified in SUKL's Partner Branding Guidelines, and otherwise used on SUKL's websites, are SUKL's trademarks or service marks and may not be used in any manner except as expressly permitted in this Agreement or the applicable Program Policies, or with SUKL's prior written consent. Consistent with SUKL's trademark rights and usage policies, Partner shall not incorporate "FlexPricer" (unless permitted by the SUKL Partner Branding Guidelines) or any other SUKL mark or brand in any trade name, brand name, domain name, or other source identifying term. Partner shall not bid on or purchase any keyword which is SUKL's trademark, including without limitation FLEXPRICER.COM®, FLEXPRICER® in any keyword advertising service (such as, for example, Google AdWords) except with SUKL's prior written consent. Partner may not publish any advertisement that includes any SUKL trademarks without prior review and approval of Partner's proposed ad and/or related website by SUKL's legal and Search Engine Marketing teams. Partner may forward requests for review and approval to brand@flexpricer.com.

4.3. Partner Trademark License. Partner grants SUKL a nonexclusive, non-transferable, non-sublicensable, royalty-free license to use, for the purpose of identifying and promoting Partner's participation in SUKL's Partner Programs and in connection with SUKL's rights, duties and obligations under this Agreement, Partner's marks including Partner's company name, and, if applicable, Partner's publisher name and any listing names, and any other marks or logos associated therewith or otherwise used by Partner ("**Partner's Marks**"). Partner may withdraw its approval of any use of the Partner's Marks at any time in its sole discretion upon written notice to SUKL, which withdrawal shall be effective promptly but in no case more than thirty (30) days from the date of Partner's notice sent in accordance with Section 16.2 (Manner of Giving Notice) below, provided that no such withdrawal will require the recall of any previously published or distributed materials.

4.4. Competitive Applications. Subject to SUKL's and Partner's respective rights and obligations under this Agreement, SUKL acknowledges that Partner and/or other parties may develop and publish

applications that are similar to or otherwise compete with the Services or other SUKL applications, products and services, and Partner acknowledges that SUKL and/or other parties may develop and publish applications that are similar to or otherwise compete with Partner's Applications, products or services.

5. Restrictions

5.1. Restrictions on Use of the Partner Services. Partner is responsible for all activities that occur in Partner User accounts, and for its and Partner Users' compliance with this Agreement. In no event shall Partner (i) sell, resell, license, sublicense, distribute, make available, rent or lease or otherwise commercially exploit to any third party (except as expressly provided in this FPPA) the Partner Services in any way; (ii) use the Partner Services or a Non-SUKL Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) use the Partner Services or a Non-SUKL Application to send or store any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (iv) modify or make derivative works based upon the Partner Services; (v) create Internet "links" to the Services or Partner Services, or "frame" or "mirror" them; (vi) permit direct or indirect access to or use of any Services or Partner Services in a way that circumvents a contractual usage limit, or use any of the Partner Services to access or use any of our intellectual property except as permitted under this Agreement; (vii) interfere with or disrupt the integrity of performance of the Partner Services or the data contained therein; (viii) access Partner Services in order to build a competitive product or service or to benchmark with a non-SUKL product or service or (ix) reverse engineer the Partner Services; (x) share data or content from the Partner Services with SUKL competitors; (xi) attempt to gain unauthorized access to any Partner Services or Content or related systems or networks; (xii) copy Partner Services or any part, feature, function or user interface thereof or (xiii) recruit or market directly to other Partner users using data, content or contact information obtained through FlexPricer.com. Partner User subscriptions cannot be shared or used by more than one individual user but may be reassigned from time to time to new users who are replacing former users who have terminated employment or otherwise changed job status or function and no longer need to use the Partner Services under this Agreement. Partner's or a Partner User's intentional violation of the foregoing, or any use of the Partner Services in breach of this Agreement by Partner or Partner's Users that in SUKL's judgment imminently threatens the security, integrity or availability of SUKL's services, may result in SUKL's immediate suspension of the Partner Services. SUKL will use commercially reasonable efforts under the circumstances to provide Partner with an opportunity to remedy such violation or threat prior to any such suspension.

5.2. Restrictions on use of the Services. Partner acknowledges and agrees that Partner's use of any Services provided to Partner in connection with Partner's activities hereunder is governed by the terms of the FlexPricer Master Subscription Agreement, unless Partner has a written master subscription agreement executed by SUKL for such Services as referenced in the Documentation, in which case such written FlexPricer master subscription agreement will govern (as applicable, the "MSA").

5.3. Additional Restrictions. Without affecting any other restrictions set forth in the MSA and this FPPA, Partner's use of any Program Benefits, including SUKL's Property provided to Partner hereunder, is subject to additional restrictions. Specifically, Partner may *not*:

- Remove or modify any program markings or any notice of SUKL's or SUKL's licensors' proprietary rights;
- Make the Services, any materials delivered hereunder, or any materials resulting from the Services available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein or in the Program Policies;

- Use SUKL's Property in a manner that misrepresents Partner's relationship with SUKL or is otherwise misleading or that reflects negatively on SUKL or may harm SUKL's rights therein;
- Modify in any way any of SUKL's trademarks and/or associated logos (e.g., by inserting Partner's company or brand name inside SUKL's proprietary "F" logo OR by co-branding products or services by blending SUKL's corporate logo with Partner's corporate logo without SUKL's permission);
- Use or duplicate SUKL's Property provided to Partner for any purpose other than as specified in this Agreement or make SUKL's Property available to unauthorized third parties;
- Use SUKL's Property for Partner's own internal business operations, or use or make SUKL's Property available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted in this Agreement applicable to Partner's assigned Partner Tier; or
- Use the Services, or SUKL Property in violation of SUKL's Acceptable Use and External-Facing Services Policy (available on request on subject to change from time to time)

6. Warranties; Disclaimers and Remedies

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUKL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SERVICES, THE PARTNER PROGRAM (INCLUDING WITHOUT LIMITATION THE PARTNER SERVICES AND PROGRAM BENEFITS), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. IN NO EVENT WILL SUKL BE LIABLE TO PARTNER (OR TO ANY INDIVIDUAL OR ENTITY AFFILIATED WITH PARTNER) FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SERVICES, THE PARTNER SERVICES OR ANY OTHER SUKL PRODUCT OR SERVICE, MADE AVAILABLE, ACCESSED OR USED AS PART OF PARTNER'S PARTICIPATION IN THE PARTNER PROGRAM.

7. Relationship of the Parties

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between Partner and SUKL, notwithstanding the use of the term "partner" in this Agreement. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this FPPA. Partner shall not make any proposals, promises, warranties, guarantees, or representations on SUKL's behalf or in SUKL's name.

8. Services Feedback

Partner grants SUKL a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable, license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner relating to the operation of SUKL's or its Affiliate's services.

9. Term, Termination & Renewal

9.1. Term. This Agreement starts on the Effective Date and shall remain in effect unless terminated as set forth herein, provided that if Partner joins a Partner Program(s) and its participation in all such Partner Programs terminates, this Agreement shall automatically terminate as of the end date of its participation in the last Partner Program.

9.2. Termination for Cause. Either Party may immediately terminate this FPPA upon written notice to the other Party if (i) the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, (ii) the other Party publicly announces (including by reporting it in SEC filings) that it has reached agreement to acquire or be acquired by the terminating Party's competitor, (iii) the other Party breaches its confidentiality obligations under this FPPA or infringes or misappropriates the terminating Party's intellectual property rights, (iv) it determines, based on one or more Customer or prospective Customer complaints, that the other Party's actions or statements creates a significant risk of harm to the terminating Party's reputation or customer relationships, (v) the other Party has committed fraud or misrepresentation with respect to entering into and/or the performance of this Agreement, (vi) a Party learns of circumstances that give it reason to believe that the other Party has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement, (vii) the other Party, or any of its owners or employees responsible for providing services under this Agreement have become the target of an investigation or prosecution by any governmental authority for alleged corruption or other violation of laws, or (viii) the other Party has violated **Section 2** (Compliance with Applicable Laws) above including, in the case of SUKL, Partner's violating SUKL's rights under trademark and copyright laws and/or ICANN policies and procedures governing domain names. Subject to the foregoing, either Party may terminate this FPPA upon thirty (30) days' written notice to the other Party of such other Party's material breach if the breach is not cured during that period. SUKL may suspend Partner's Program Benefits during any period in which Partner is in breach of this Agreement, including its payment obligations. Termination of this FPPA for cause shall be in addition to, and not in lieu of either Party's other legal rights and remedies.

9.3. Termination for Convenience. Subject to **Section 9.4** (Effect of Termination) below, SUKL may terminate this FPPA for convenience upon thirty (30) days' written notice to Partner.

9.4. Effect of Termination. Upon termination or expiration of this FPPA, Partner shall cease to be a participant in the Partner Program and all of Partner's rights to receive the Program Benefits detailed in this Agreement, and to use SUKL's Property shall cease. If SUKL terminates for convenience under **Section 9.3** (Termination for Convenience) or Partner terminates for cause under **Section 9.2** (Termination for Cause), SUKL will refund the pro-rated portion of any pre-paid Fees covering the period following such termination. Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive. For clarity, expiration or termination of this FPPA will not relieve Partner of its obligation to pay the portion of any Fees associated with its participation in the Partner Program leading up to the effective date of the expiration or termination.

10. Confidentiality

10.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. SUKL's Confidential Information includes, but is not limited to, SUKL's and third party applications; any non-public information Partner has access to through flexpricer.com; the Services; Customer Data to which Partner has access through SUKL's systems by virtue of participating in the Partner Program; and the terms and conditions of this Agreement. Partner's Confidential Information includes, but is not limited

to Partner Applications and Partner's business and marketing plans, technology and technical information; products designs; and business processes. Confidential Information of each Party includes the discussions regarding the partner relationship. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of any obligations owed to the Disclosing Party. Notwithstanding the foregoing, the protections set forth in this Agreement for Customer Data remain in full force and effect even where such Customer Data meets the criteria in (i) - (iv) above.

10.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

10.3. Compelled Disclosure. The Receiving Party may disclose 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, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SUKL TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ANY FEES PAID BY PARTNER IN THE 12 MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO SUKL'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.2 (INDEMNIFICATION BY SUKL) BELOW.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL SUKL OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUKL OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUKL OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. INDEMNIFICATION

12.1. Indemnification by Partner. Partner will defend SUKL against any claim, demand, suit or proceeding made or brought against SUKL by a third party (i) alleging that Partner's products or services, or any data that Partner enters into the Services, infringe the intellectual property rights of, or have otherwise harmed, such third party; (ii) based upon a representation made by Partner to such third party; or (iii) based upon a Partner's breach of this Agreement (each a "**Claim Against SUKL**"), and will indemnify SUKL from any damages, attorney fees and costs finally awarded against SUKL as a result of, or for any amounts paid by SUKL under a settlement approved by Partner in writing of, a Claim Against SUKL, provided SUKL (a) promptly gives Partner written notice of the Claim Against SUKL, (b) gives Partner sole control of the defense and settlement of the Claim Against SUKL (except that Partner may not settle any Claim Against SUKL unless it unconditionally releases SUKL of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense.

12.2. Indemnification by SUKL. SUKL will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that the Services, or the Partner Community, infringes or misappropriates the intellectual property rights of such third party (a "**Claim Against Partner**"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by SUKL in writing of, a Claim Against Partner, provided Partner (a) promptly gives SUKL written notice of the Claim Against Partner, (b) gives SUKL sole control of the defense and settlement of the Claim Against Partner (except that SUKL may not settle any Claim Against Partner unless it unconditionally releases Partner of all liability), and (c) gives SUKL all reasonable assistance, at SUKL's expense. If SUKL receives information about an infringement or misappropriation claim related to the Services SUKL may in its discretion and at no cost to Partner (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Partner's or Customer's (as applicable) continued use of that Service in accordance with this Agreement; or (iii) terminate any of Partner's or Customer's (as applicable) rights for that Service upon thirty (30) days' written notice and refund Partner or Customer (as applicable) any prepaid fees covering the remainder of the term of the terminated Services. The above defense and indemnification obligations do not apply to the extent a Claim Against Partner arises from (i) Content, a Non-SUKL Application or Partner's breach of this Agreement, the Documentation or applicable Order Forms; or (ii) the use or combination of the Services, or any part thereof with software, hardware, data, or processes not provided by SUKL, if the Services, or use thereof, would not infringe without such combination.

12.3. Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

13. Cooperation on Disputes

Partner shall reasonably cooperate with SUKL in regard to any inquiry, dispute or controversy in which SUKL may become involved and of which Partner may have knowledge, including with respect to disclosure of relevant documents and financial information, and interviews of Partner's personnel. Such obligation shall continue after the expiration or termination of this Agreement.

14. Entire Agreement

Partner agrees that this FPPA and the information which is incorporated into this FPPA by written reference (including reference to information contained in a URL and/or referenced policies and/or guides), or any applicable Order Form for Fees or the purchase of certain Program Benefits, or

addendum attached hereto, constitutes the complete agreement between the Parties relating to Partner's participation in the Partner Program. This Agreement supersedes and replaces any prior representations, written or oral, regarding Partner's participation in the Partner Program as well as any other online or click-through agreement that Partner may have previously entered into with SUKL governing Partner's participation in the Partner Program before the FPPA version date provided above. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this FPPA and any addendum or exhibit hereto, the terms of such addendum or exhibit shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of this FPPA and any Order Form, the terms of the Order Form shall prevail. The Parties agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding Order Forms) is void. This FPPA and any Order Form that SUKL and Partner enter into may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, provided however, that SUKL may modify or amend the Program Policies from time to time as permitted therein.

15. Assignment

Neither Partner nor SUKL may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either Party may assign this Agreement without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning Party's assets not involving a direct competitor of the other Party.

16. General

This Agreement shall be governed by English law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts located in England, United Kingdom. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by the other party in writing.

All notices, required or permitted under this Agreement must be delivered in writing by courier, email or by special delivery post or registered post (postage prepaid and return receipt requested) to the other party. Notice hereunder will be effective (a) upon receipt or 3 days after being posted as required above with the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of the email. Any notice to SUKL will be delivered to Successtrics UK Limited, 1 Duckett's Wharf (2nd Floor), South Street, Bishop's Stortford, Hertfordshire, CM23 3AR, UK or legal@flexpricer.com.

Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure. This Agreement may be signed by facsimile or electronic signature, and/or in counterparts, each of which will constitute an original, but all of which together will constitute the same instrument. You acknowledge and agree that SUKL may, from time to time, rebrand or rename the Service including, but not limited to, domain names, software titles, User subscription classifications and website names. Any such rebranding or renaming shall not affect the Service functionality or level of subscriptions in a signed Order Form.