

**ROCK SOLID TECHNOLOGIES, INC.
PARTNER PROGRAM AGREEMENT**

By signing up for the Rock Solid Partner Program, you are agreeing to be bound by the following Partner Program Agreement (the “**Agreement**”). The Agreement is between you (“**Partner**” or “**You**”), as Partner (as defined below in [Section 1](#)), and Rock Solid Technologies, Inc. (“**Rock Solid**” or “**We**”) (together, the “**Parties**”, and each a “**Party**”). You can review the current version of the Agreement at any time by visiting the following website url (“**Agreement Url**”):

<https://d2p5liwq1c5kwh.cloudfront.net/Developers/RockSolid-Partner-Program-Agreement-Latest.pdf>

Rock Solid reserves the right to update and change the Agreement by posting updates and changes to the Agreement Url. If a significant change is made, we will provide reasonable notice by email. You are advised to check the Agreement from time to time for any updates or changes that may impact you.

You must read and accept all the terms and conditions contained in this Agreement and Rock Solid Privacy Policy before you may become a Partner. Some types of Rock Solid Partner Program activities may require that you agree to additional terms (“**Additional Terms**”). Such Additional Terms are incorporated into this Agreement by reference. In the event of a conflict or inconsistency between this Agreement and the Additional Terms, the Additional Terms will govern, to the extent of such conflict or inconsistency.

1. Definitions

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

“**Application**” or “**App**” means the software application, website, or other interface a Developer develops, owns, or operates, and which interacts with the Rock Solid Platform.

“**Rock Solid Creative**” means any marketing and/or promotional materials relating to Rock Solid and/or Rock Solid brands, including but not limited to copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, images, and the Rock Solid Trademarks.

“**Rock Solid Platform**” means all software (including routines, data structures, object classes, protocols, programs, development tools, templates, libraries and interfaces), updates, application programming interfaces, software development kits, information, data, files, documentation and other materials, whether tangible or intangible, in whatever form or medium that is made available through the desktop, native smartphone, web and/or other software applications owned, operated and/or managed directly or indirectly by Rock Solid.

“**Rock Solid Trademarks**” means the trademarks, logos, service marks and trade names of Rock Solid, whether registered or unregistered, including but not limited to the word mark Rock Solid.

“**Subscriber**” means an entity or business that has subscribed to and uses the Service.

“**Subscriber Agreement**” means the agreement entered into between a Partner and the Subscriber governing the Subscriber’s use of the Partner’s services, including, if applicable, the installation and use of an Application.

“**Subscriber Data**” means information (including personal information) relating to a Subscriber, including but not limited to business, financial and product information, and any Subscriber’s end users’ Data. Where Partner uses the Rock Solid Platform, Subscriber Data may include, but is not limited to, data delivered in the form of a web based HTTP response.

A “**Developer**” is a Partner who has registered for a Partner Account via the Rock Solid Developer program page and develops Applications to integrate with the Service.

“Partner” means an individual or entity that has agreed to the terms of this Agreement and participates in the Rock Solid Partner Program.

“Partner Account” means a Rock Solid Partner Program account.

“Partner Manager” means the Rock Solid employee designated by Rock Solid from time to time as the Partner’s primary Rock Solid contact.

“Partner Program” means Rock Solid’s program for Partners that provides exclusive access to resources and the opportunity to earn referral commissions.

“Updates” means bug fixes, updates, upgrades, enhancements, modifications and new releases or versions to the Rock Solid Platform.

“Websites” means any websites that are managed by a Partner and that relate to Partner’s activities pursuant to this Agreement.

2. Partner Responsibilities

2.1 Marketing Activities

1. Partner shall bear all costs and expenses related to Partner’s marketing or promotion of Rock Solid, and/or Partner’s Partner Program activities in any area, location, territory, or jurisdiction, unless otherwise determined by Rock Solid in its sole discretion.

2. In no event shall Partner engage in any email marketing or promotion with respect to Rock Solid except as expressly set forth in this Agreement. In the event that Partner has a list of emails where the individuals on the list have expressly elected to receive emails from Partner (**“Opt-in List”**), Partner may make a written request to Rock Solid to send emails regarding the offering of Rock Solid to the individuals on the Opt-in List. In the event Rock Solid approves such request, Partner shall comply with all applicable laws, rules, regulations, and directives, including but not limited to those relating to email marketing and “spamming.”

3. Without limiting the generality of the foregoing, Partner shall: (a) not send any email regarding Rock Solid to any individual or entity that has not requested such information; (b) always include Partner’s contact information and “unsubscribe” information at the top and bottom of any email regarding Rock Solid, the Service and/or the Rock Solid Platform; and (c) not imply that such emails are being sent on behalf of Rock Solid.

4. A Partner shall not: (a) engage in any fax, broadcast, telemarketing, or any other offline marketing methods with respect to Rock Solid; (b) malware, spyware or any other aggressive advertising or marketing methods in any of its dealings relating to Rock Solid; (c) make any false, misleading, or disparaging representations or statements with respect to Rock Solid; (d) copy, resemble or mirror the look and feel of Rock Solid’s websites, Rock Solid Trademarks or Rock Solid Platform or otherwise misrepresent Partner’s affiliation with Rock Solid; or (e) engage in any other practices which may adversely affect the credibility or reputation of Rock Solid, including but not limited to, sending email communications, or using any Website in any manner, or having any content on any Website, that: (i) uses aggressive or low-quality marketing, including marketing services that are unrelated to Rock Solid or the Partner’s services; (ii) promotes sexually explicit materials, violence, discrimination based on race, sex, religion; (iii) nationality, disability, sexual orientation, or age, and/or any illegal or objectionable activities; or (iv) violates any intellectual property or other proprietary rights of any third party.

2.2 Compliance with Laws. In addition to, and without limiting the provisions of this Agreement, Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules, and regulations.

2.3 Partner Duty to Inform. Partner shall promptly inform Rock Solid of any information known to Partner that could reasonably lead to a claim, demand, or liability of or against Rock Solid by any third party.

2.4 Other Partner Terms

1. If the Partner is an individual, the Partner must be 18 years or older or at least the age of majority in the jurisdiction where the Partner resides.

2. To become a Partner, Partner must create a Partner Account. Rock Solid may reject an application for a Partner Account for any reason, in its sole discretion. Partner acknowledges that Rock Solid will use the email address provided by Partner as the primary method for communication. Partner is responsible for keeping its Partner Account password secure. Rock Solid cannot and will not be liable for any loss or damage arising from Partner's failure to maintain the security of the Partner Account and password.

3. If you sign up for a Partner Account on behalf of your employer, your employer shall be deemed to be the Partner for the purpose of this Agreement, and you represent and warrant that you have the authority to bind your employer to this Agreement. Each Partner is responsible for assuring that its employees, agents, and subcontractors comply with this Agreement.

4. Partner acknowledges and agrees that Partner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Partner.

5. Partner acknowledges and agrees that Rock Solid may amend this Agreement at any time by posting the relevant amended and restated Partner Program Agreement on Rock Solid's website, available at the Agreement Url and such amendments to the Agreement are effective as of the date of posting. If a significant change is made, Rock Solid will provide reasonable notice by email. Partner's continued participation in the Rock Solid Partner Program after the amended Partner Program Agreement is posted to Rock Solid's website constitutes Partner's agreement to, and acceptance of, the amended Agreement. If Partner does not agree to any changes to the Agreement, Partner must terminate the Agreement by discontinuing its participation in the Rock Solid Partner Program.

6. Partner acknowledges and agrees that Partner's participation in the Rock Solid Partner Program, including information transmitted to or stored by Rock Solid, is governed by the Rock Solid Privacy Policy found at: <https://www.rocksolid.com/en/privacy-policy>

7. Other than the limited license to use the Rock Solid Trademarks pursuant to Section 4 of this Agreement, Partner shall not use the Rock Solid Trademarks (meaning any names and/or trademarks or any other protected marks associated with Rock Solid) and/or variations or misspellings thereof in Partner's business name, logo, branding, advertising, social media, or domain name (including without limitation top-level domains, sub-domains, and page URLs).

3. Termination

3.1 Termination

1. Either Party may terminate this Agreement at any time, with or without cause, effective immediately upon notice to the non-terminating Party (an "Early Termination"); provided however, in the event of an Early Termination: (a) Rock Solid, in its sole discretion, will have the option to continue to provide any Partner Apps that a Subscriber has already paid for through the end of the paid period; and (b) in such case, Partner will be obligated to continue to maintain the App and its functionality for Subscriber as described in this Agreement through such paid period.

2. Fraudulent or other unacceptable behavior by Partner, as determined by Rock Solid in its sole discretion, may result in the termination of Partner's affiliation with Subscribers within the Partner Account, suspension of some or all Partner privileges under the Rock Solid Partner Program, or termination of the Partner Account entirely without notice to, or recourse for, Partner.

3. Rock Solid reserves the right to cancel or modify the Partner Program Agreement in its entirety, at any time. If a significant change is made to the Partner Program Agreement, including any material

change to the revenue sharing plans as described in Part B below, Rock Solid will provide reasonable notice by email.

3.2 Consequences of Termination. Upon termination of this Agreement: (a) each Party shall return to the other Party, or destroy (and provide certification of such destruction), all property of the other Party in its possession or control (including all Rock Solid Creative and all Confidential Information (as defined below)); (b) Partner shall immediately cease displaying any Rock Solid Creative and/or any Rock Solid Trademarks on any Website or otherwise; and (c) except as described in Section 3.1, all rights granted to Partner hereunder will immediately cease, including but not limited to the right of Partner to access the Partner Account and the Rock Solid Platform unless otherwise determined by Rock Solid in its sole discretion.

4. Intellectual Property Rights

4.1 Rock Solid Creative

1. All Rock Solid Creative will be solely created and provided by Rock Solid unless otherwise agreed to by Rock Solid in writing in advance. Rock Solid will provide Partner with copies of or access to Rock Solid Creative. The Rock Solid Creative may also be accessible from the Partner Program website. The Rock Solid Creative is provided “as is” and without warranty of any kind.

2. Partner may display Rock Solid Creative on the Websites solely for the purpose of marketing and promoting the Service and any Rock Solid brands promoted by Rock Solid and by Rock Solid Related Entities during the term of this Agreement, or until such time as Rock Solid may, upon reasonable prior notice, instruct Partner to cease displaying the Rock Solid Creative. Partner may not alter, amend, adapt, or translate the Rock Solid Creative without Rock Solid's prior written consent. Nothing contained in any Rock Solid Creative shall in any way be deemed a representation or warranty of Rock Solid. The Rock Solid Creative shall at all times be the sole and exclusive property of Rock Solid and no rights of ownership shall at any time vest with Partner even in such instances where Partner has been authorized by Rock Solid to make changes or modifications to the Rock Solid Creative.

4.2 Rock Solid Trademarks. During the term of this Agreement, Rock Solid hereby grants to Partner a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to display the Rock Solid Trademarks solely as necessary to perform Partner's obligations under this Agreement. Partner acknowledges and agrees that: (a) it will use Rock Solid's Trademarks only as permitted hereunder; (b) it will use the Rock Solid Trademarks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Rock Solid in writing from time to time; (c) the Rock Solid Trademarks are and shall remain the sole property of Rock Solid; (d) nothing in this Agreement shall confer in Partner any right of ownership in the Rock Solid Trademarks and all use thereof by Partner shall inure to the benefit of Rock Solid; and (e) Partner shall not, now or in the future, contest the validity of any Rock Solid Trademarks or use any term or mark confusingly similar to any Rock Solid Trademarks.

4.3 Restrictions on Partner's Use of the Rock Solid Trademarks. Notwithstanding Section 4.2, Partners shall not use any Rock Solid Trademark including the word mark ROCK SOLID or variations of the word “Rock Solid” in Partner's business name, logo, products, or services, including without limitation, the name or design of any Application or Theme, unless granted express written permission by Rock Solid in advance of such use.

4.4 Proprietary Rights of Rock Solid. As between Partner and Rock Solid, the Rock Solid Creative, Rock Solid Trademarks, all demographic and other information relating to Subscribers, Partners (existing and/or prospective), the Rock Solid Platform, Subscriber Data, and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Rock Solid or otherwise related to the Service, or Rock Solid, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, “**Rock Solid Property**”) shall be and remain the sole and exclusive property of Rock Solid. To the extent, if any, that ownership of any Rock Solid Property does not automatically vest in Rock Solid by virtue of this Agreement, or otherwise, Partner hereby transfers and assigns to Rock Solid, upon the creation thereof, all rights, title and interest Partner may have in and to such Rock Solid Property, including the right to sue and recover for past, present, and future violations thereof.

5. Confidentiality

“**Confidential Information**” shall include, but shall not be limited to, any and all information associated with a Party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, Subscriber Data, product designs, sales, costs, price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary.

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than: (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such Party that are at least as stringent as those contained herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement, provided that, if legally permitted, the receiving Party shall give the disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information shall not include any information that the receiving Party can prove: (i) was already in the public domain, or was already known by or in the possession of the receiving Party, at the time of disclosure of such information; (ii) is independently developed by the receiving Party without use of or reference to the other Party's Confidential Information, and without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the receiving Party from a source other than the disclosing Party without breaching any provision of this Agreement.

6. Disclaimer of Warranty

The Rock Solid Partner Program, the Service, the Rock Solid Trademarks, the Rock Solid Creative, and the Rock Solid Platform are provided “as-is”. Rock Solid makes no warranties hereunder, and Rock Solid expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Rock Solid further disclaims all representations and warranties, express or implied, that the Rock Solid Platform, the Rock Solid Trademarks, or the Rock Solid Creative do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction. Partner understands and agrees that the Rock Solid Partner Program, the Experts Program, the Plus Partner Program, the Service, the Rock Solid Trademarks, the Rock Solid Creative, and the Rock Solid Platform may not satisfy all of Partner's or Subscriber's requirements and may not be uninterrupted, error-free, or free from harmful components.

7. Limitation of Liability and Indemnification

7.1 Limitation of Liability. Rock Solid shall have no liability with respect to the Rock Solid Partner Program, the Rock Solid Platform, the Rock Solid Trademarks, the Rock Solid Creative or Rock Solid's obligations under this Agreement or otherwise for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for losses of profits, goodwill, use, data or other intangible losses resulting in any way from the Rock Solid Platform, the Rock Solid Trademarks, the Rock Solid Creative, or Partner's participation or inability to participate in the Rock Solid Partner Program even if Rock Solid has been advised of the possibility of such damages. In any event, Rock Solid's liability to Partner under this Agreement for any reason will be limited to the Fees paid to Partner by Rock Solid during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The relationship between a Subscriber and a Partner is strictly between the Subscriber and the Partner, and Rock Solid is not obligated to intervene in any dispute arising between the Subscriber and the Partner. Under no circumstances shall Rock Solid be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary, or other damages whatsoever, that result from the Partner's relationship with any Subscriber. These limitations shall apply even if Rock Solid has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

7.2 Partner Indemnification. Partner agrees to indemnify, defend, and hold harmless Rock Solid and any

Rock Solid Related Entities and the directors, officers, employees, subcontractors and agents thereof (each, an “**Indemnified Party**”, and collectively, the “**Indemnified Parties**”), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees (collectively, “**claims**”), to the extent that such claim is based upon or arises out of: (a) Partner’s breach of any representation, warranty, obligation or covenant under this Agreement; (b) Partner’s gross negligence or willful misconduct; (c) any warranty, condition, representation, indemnity or guarantee relating to Rock Solid granted by Partner to any Subscriber, prospective Partner or other third party; (d) Partner’s use of the Rock Solid Platform; (e) Partner’s breach of any term of this Agreement or the Subscriber Agreement; (f) any third party claim that Partner’s products or services, including without limitation any Application, infringes the intellectual property or other rights of a third party; (g) the performance, non-performance or improper performance of the Partner’s products or services, including without limitation, any Application; and (h) Partner’s relationship with any Subscriber.

7.3 Notice of Indemnification. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Partner with written notice of any claim which the Indemnified Party believes falls within the scope of the indemnifications provided under this Agreement. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that Partner shall control such defense and all negotiations relative to the settlement of any such claim and further provided that in settling any claim the Partner will not make any admission on behalf of the Indemnified Party or agree to any terms or conditions that do or reasonably could result in any admission by, or the imposition of any liability upon, the Indemnified Party without the prior written approval of the Indemnified Party.

7.4 Non-exclusive Remedies. In the event of any breach or threatened breach by Partner of any provision of Sections 2, 4 and/or 5 above, in addition to all other rights and remedies available to Rock Solid under this Agreement and under applicable law, Rock Solid shall have the right to: (a) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security; (b) immediately terminate this Agreement and Partner’s engagement hereunder; (c) receive a prompt refund of all amounts paid to Partner hereunder; and (d) be indemnified for any losses, damages or liability incurred by Rock Solid in connection with such violation, in accordance with the provisions of this Section 7.

8. General Provisions

8.1 Force Majeure. If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

8.2 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or related entity of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

8.3 Non-Exclusivity. Nothing in this Agreement is intended to create, nor shall it be construed as creating, any exclusive arrangement between the Parties to this Agreement. This Agreement shall not restrict either Party from entering into similar arrangements with others, provided it does not breach its obligations under this Agreement by doing so.

8.4 Notice. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered personally, or by email to Partner’s email address listed in the Partner Account; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the address provided in the Partner Account, and for Rock Solid to:

Rock Solid Technologies, Inc.
Attention: Legal Department
912 S Capital of Texas Highway, Building 180
Austin, TX 78746
<mailto:minfo@rocksolid.com>

8.5 No Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

8.6 Entire Agreement. This Agreement, including any completed application form and all guidelines and other documents linked or otherwise reference herein, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof (including, but not limited to, any prior version of this Agreement). Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

8.7 Assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, permitted assigns and legal representatives. Rock Solid shall be permitted to assign this agreement without notice to or consent from Partner. Partner shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without Rock Solid's prior written consent, however Partner may assign this Agreement to a controlling party in the event of an acquisition or merger of the Partner organization.

8.8 Applicable Laws. This Agreement shall be governed by and interpreted in accordance with the laws of the California, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the California with respect to any dispute or claim arising out of or in connection with this Agreement.

8.9 Acceptance. By marking the "I have read and agree to the Partner Program Agreement" checkbox, Partner hereby fully agrees with all terms and provisions of this Agreement, including all documents linked to herein.

8.10 Competitive or Similar Materials. Rock Solid is not precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing, or developing for or by third parties, as well as marketing and distributing materials, products or services which are competitive with Partner's products or services, including without limitation any Application, regardless of their similarity to Partner's products or services, provided that Rock Solid does not use Partner's Confidential Information in so doing.

8.11 Service Providers. Partner may work with service providers as necessary to facilitate Partner's performance under this Agreement. Partner acknowledges and agrees that any act or omission by Partner's service provider amounting to a breach of this Agreement will be deemed to be a breach by Partner.

8.12 Industry Standards

1. Partner's networks, operating system and software of its web servers, routers, databases, and computer systems (collectively, "Partner System") must be properly configured to Internet industry standards so as to securely operate Partner's Website, Applications, as applicable. If Partner does not completely control some aspect of the Partner System, Partner will use all influence that Partner has over the Partner System to do so. Partner must diligently correct any security deficiency and disconnect immediately any intrusions or intruder.

2. In addition, if Partner has access to Subscriber Data, Partner: (a) shall only use or store such information for the purpose of providing the Partner's services, and shall not share, sell, disclose or otherwise provide such information to any third party, except as provided for in this Agreement; (b) shall not communicate

with Subscribers directly or indirectly, provided however that Partner may contact Subscribers if the information is obtained from another source, such as from the Subscribers themselves; (c) shall only store such information for as long as reasonably necessary to provide the Partner's services; (iv) shall use industry standard measures to protect against unauthorized access to, disclosure or use of such information; (d) shall comply with all applicable laws and regulations relating to the protection and privacy of personally identifiable information in Partner's provision of the Partner's services; and (e) shall notify Rock Solid of any actual or suspected breach or compromise of Subscriber Data (a "Data Breach") within two (2) business days of becoming aware of such occurrence. Upon learning of the Data Breach, at its own cost, Partner will: (i) promptly remedy the Data Breach to prevent any further loss of Subscriber Data; (ii) investigate the incident; (iii) take reasonable actions to mitigate any future anticipated harm to Rock Solid or Subscribers; and (iv) regularly communicate the progress of its investigation to Rock Solid and cooperate to provide Rock Solid with any additional requested information in a timely manner.

9. Additional Terms Applicable to Developers

9.1 Installation and Subscriber Agreement

1. Developer's Application will be installed and run on Developer's server(s) or another server but will not be run on Rock Solid's servers nor will the Application be managed by any Rock Solid personnel.

2. Developer will provide the Subscriber with a Subscriber Agreement that contains provisions at least as protective of Rock Solid as those in this Agreement. Developer must inform all Subscribers in the Subscriber Agreement that: (a) Developer is solely responsible for the Application; (b) Rock Solid is not liable for any fault in the Application or any harm that may result from its installation or use; (c) except where expressly stated by Rock Solid, Rock Solid cannot provide assistance with the installation or use of the Application; and (d) Developer is solely responsible for any liability which may arise from: (i) the development, use, marketing, or distribution of or access to the Application, including support of the Application; and (ii) Developer's access, use, distribution, or storage of Subscriber Data.

9.2 Access to and Use of Subscriber Data

1. Developer will have in place and will present the Subscriber with a privacy policy that complies with all applicable privacy laws and provides adequate notice and obtains prior consent for the collection, use and storage of the Subscriber Data, and any personal information the Application will access once installed ("**Developer Privacy Policy**"). Without limiting the foregoing, the Developer's Subscriber Agreement or Developer Privacy Policy will describe in sufficient detail the services to be provided by the Developer's Application and the Subscriber Data that will be accessed by the Application in order to provide such services. Without limiting the generality of the foregoing, Developer will: (a) not use, access, store, or make copies of the Subscriber Data or any other data relating to a Subscriber that Partner receives via the Application or the Rock Solid Platform except as necessary to provide the Application services as described in the applicable Subscriber Agreement or Developer Privacy Policy, or as otherwise permitted under this Agreement, and if permitted, only within the limits and for the purposes as specified by the Subscriber; (b) delete all originals, copies, and reproductions of the Subscriber Data when the Subscriber uninstalls the Application or when it is no longer required to provide the services as described in the applicable Subscriber Agreement or Developer Privacy Policy; (c) not use information from Subscribers for competitive benchmarking or other similar purposes, or to enable the transmission of unsolicited communications of any kind; and (d) comply with all applicable local, state, provincial, national or international laws or regulations, and policies of regulatory bodies or agencies in the jurisdictions that Developer operates in or markets or distributes the Application into, including jurisdictions where Developer collects or gathers Subscriber Data from. Developer may send communications to recipients who have explicitly consented to receive them and may communicate with Subscriber's end users on behalf of Subscriber but may not communicate to a Subscriber's end users directly on its own behalf.

2. As between Developer and Rock Solid, Rock Solid shall own all right, title and interest in any Subscriber Data that Rock Solid receives as a result of a Subscriber's installation or use of an Application, and all such Subscriber Data shall be subject to the Rock Solid Terms of Service and the Rock Solid Privacy Policy.

9.3 Unauthorized and Prohibited Developer Activities. In addition to the restrictions outlined in Section 4 below, Developers are prohibited from soliciting reviews of an Application by offering a financial incentive or free access to Application in exchange for the review. Developer shall not develop or distribute the Application in any way in furtherance of criminal, fraudulent, or other unlawful activity.

9.4 License to Rock Solid Platform and License Restrictions

1. Subject to the terms and conditions of this Agreement, Rock Solid grants to Developer a worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable and limited license during the term of this Agreement to use and make calls to the Rock Solid Platform to develop, implement and distribute Applications solely for use by Subscribers in connection with the Rock Solid Platform and solely in the manner described in the documentation contained in the Rock Solid Platform and in accordance with the terms and conditions of this Agreement.

2. Rock Solid reserves the right to require you to install or update any and all software to continue using the Rock Solid Platform.

3. In order to use and access the Rock Solid Platform, Developer must obtain credentials from Rock Solid (an “Auth Key”) by registering for a Partner Account and agreeing to the terms of this Agreement. Developer may not share its Auth Key with any third party, shall keep such Auth Key and all login information secure and shall use the Auth Key as Developer’s sole means of accessing the Rock Solid Platform. Developer’s access to an Auth Key is in Rock Solid’s sole discretion.

4. Partner’s license to the Rock Solid Platform granted in Section 4.1 is explicitly conditioned on Partner’s adherence to the following restrictions and compliance with the responsibilities herein. Partner shall: (a) use the Rock Solid Platform only to develop and distribute Applications for the Developer’s or a Subscriber’s use of the Rock Solid Platform; (b) restrict disclosure of the Rock Solid Platform, or any part thereof, to agents, employees or independent contractors of Developer who require such access in order to use, maintain, implement, correct or update the Application in accordance with this Agreement, and who are subject to confidentiality obligations the same as or greater than those contained herein; (c) not distribute, sell, lease, rent, lend, transfer or sublicense any rights granted by this Agreement to any third party except as permitted herein; (d) not use or access the Rock Solid Platform in order to monitor the availability, performance, or functionality of the Rock Solid Platform or any portion thereof or for any similar benchmarking purposes; (e) not remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Rock Solid Platform; (f) not engage in any activity with the Rock Solid Platform that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, security, networks, data, or other properties or services of Rock Solid or any third party; (g) not circumvent technological measures intended to prevent direct database access, or manufacture tools or products to that effect; (h) not modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the Rock Solid Platform, or any aspect or portion thereof; (i) not bypass Rock Solid Platform restrictions for any reason, including but not limited to automating administrative functions of the Subscriber admin; (j) not substantially replicate products or services offered by Rock Solid. Subject to the preceding sentence and the Parties’ other rights and obligations under this Agreement, including confidentiality obligations, each Party agrees that the other Party may develop and publish Applications that are similar to or otherwise compete with such Party’s Applications; and (k) not develop Applications that excessively burden the Rock Solid system, distribute spyware, adware, or other commonly objectionable programs, fail to respect the privacy of Subscribers, or infringe the intellectual property or privacy rights of any third party.

5. Access to the Rock Solid Platform may be terminated or suspended by Rock Solid at any time and at Rock Solid’s sole discretion. Without limiting the foregoing, Rock Solid may terminate a Developer’s right to use the Rock Solid Platform if the Developer breaches any term of this Agreement or any documents incorporated by reference in the Agreement. Termination or suspension of Developer’s access to the Rock Solid Platform will negatively affect Subscribers who use Developer’s Application, and Developer is responsible to ensure that all Subscribers who install Developer’s Applications are aware of this risk.

I have read and accepted the above terms and conditions, and hereby agree to be bound by the Agreement.

PARTNER (AND DEVELOPER, IF APPLICABLE):

Signature

Name

Organization

Title

Date