

SOLUTION PROVIDER AGREEMENT

This Solution Provider Discount Agreement (the "Agreement") is made and effective as of [DATE]

BETWEEN: TARGET AUDIENCE INSIGHTS (the "Owner"), a Limited Liability Company (LLC) organized and existing under the laws of Tennessee, with its head office located at: 135 5th Ave. South, Suite 140 Franklin, TN 37064

AND: **[CUSTOMER NAME]** (the "Customer"), a [corporation // limited liability company] organized and existing under the laws of the [State/Province] of, with its head office located at: [COMPLETE ADDRESS].

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- a. The name of this solution provider program is the Target Audience Insights Solution Provider Program (the "Program").
- b. The Customer represents and warrants to the Owner that the Customer has read and understands the Owner's Privacy Policies located at www.targetaudienceinsights.com and agrees to the terms set forth therein.
- c. For purposes of this Agreement, the term "Customer" refers to the individual or legal entity who applies for and is accepted into the Solution Provider Program. The term "Owner" refers to the sponsor of the Solution Provider Program.

1. SOLUTION PROVIDER PROGRAM REGISTRATION

- a. To be considered for the Program, the Customer must complete and submit to the Owner an executed copy of this Agreement.
- b. You must provide your full name, valid email address, and any other information requested in order to complete the sign-up process for a Solution Provider account.
- c. You must be 18 years or older to join this Program.

2. THE PARTIES AGREE AS FOLLOWS:

Owner agrees to provide Customer with the discount set forth in **Schedule A** on currently published market research services and products. The discount shall commence on the Effective Date. Once this agreement is executed, the Customer receives the discount when they themselves purchase products from the Owner's web site as part of their service to their own clients. Owner agrees to develop co-branded research reports that Owner will deliver to the Customer; Customer will be responsible for delivering the final research report to their own clients.

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3. TRADEMARKS AND COPYRIGHTS

- a. The Customer will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Owner will provide to the Customer. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Program.
- b. Owner shall provide all links, trademarks, advertising messages, and any other reasonable information.
- c. Owner will provide co-branded report format with partner logos for all projects.
- d. The Customer is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.

4. CHANGES

Owner must notify the Customer contact at least fourteen (14) days in advance of any changes to the discount that is offered or any price changes pursuant to this Agreement.

5. TERMINATION

Either party may terminate this Agreement with fourteen (14) days prior written notice to the other.

6. INDEMNITY

Owner agrees to indemnify and hold Customer and its officers, directors, employees and members harmless for any claims, damages, losses, including reasonable attorneys' fees arising from or in connection with Owner's activities under this Agreement.

7. ENDORSEMENT

Customer does not endorse or affirm the quality of products or services provided by the Owner.

8. CONFIDENTIALITY

In the event that any information is disclosed to the Customer through the Customer participation in the Program related in any way to the Owner and its business which the Owner deems to be confidential and proprietary, the Customer agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for the Customer's own purposes. Confidential information will include any information regarding

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the Owner's changes or modifications to this Agreement or this Program (which the Owner shall have no obligation to make) or any special treatment that the Customer may receive (which the Owner reserves the right to provide in its sole discretion to any solution provider). Confidential information shall also include any and all information related to the Owner's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Owner considers to be confidential and proprietary.

9. RELATIONSHIP OF THE PARTIES

The parties agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that Customer is in the business of providing the products/goods/services provided by Owner.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a written agreement clearly setting forth the amendments and signed by both parties hereto.

11. GOVERNING LAW

It is the intent of the parties that all questions with respect to the construction of this Agreement and the rights of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Tennessee, and the laws of that state shall govern the validity and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written under hand and seal.

OWNER

CUSTOMER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

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SCHEDULE A

Discounts apply to Owner's currently published price schedule. Unit milestones apply to a twelve-month period beginning from the execution of the Solution Provider Agreement. Unit milestones accrue across any combination Target Audience Insight service categories.

DISCOUNT RATE STRUCTURE

Bronze Solution Partner	Discount %	Silver Solution Partner	Discount %	Gold Solution Partner	Discount %
1 to 5 Units	15%	6 to 15 Units	23%	16+ Units	35%

View descriptions of each product at

<https://targetaudienceinsights.com/tai-solutions/>

Questions or comments? Please send to:

partners@targetaudienceinsights.com

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SCHEDULE B (to be filled out via TAI website)

Contact Information:

Business Name of Solution Provider: _____

Describe the branded solution being sold to your clients: _____

Primary Contact (First & Last Name): _____

Primary Contact Email Address: _____

Notification Email Address _____

Mailing Address:

