

Co-op Connections® Program
Brought to you by Midstate Electric Co-op
PARTICIPATING BUSINESS CONTRACT

Name of Business:

Contact Name:

Contact Title:

Mailing Address:

City, State, Zip:

Phone:

Business Hours:

Email Address:

Website:

Agreement

This Participating Business Agreement (“Agreement”) is a legal agreement between the above-named (“Business”), and Midstate Electric Cooperative, Inc. (“Cooperative”), and sets forth the terms and conditions upon which you agree to provide a discount (“Discount Offer”) for goods and/or services to Cooperative, its member-owners and its employees utilizing Touchstone’s Co-op Connections® Program (“Program”) hosted and controlled by Touchstone Energy Cooperative (“TSE”) and its third- party service provider. Unless, terminated by a party with fifteen (15) days’ written notice, this Agreement shall commence from the last signature date of the parties below (“Effective Date”) and will continue until the Discount Offer expires noted below.

Initial Discount/Offer Terms

Description of product and/or service being offered:

Describe Discount Offer:

Term of Discount (please select one of the following checkboxes):

Perpetual Agreement from the Effective Date or

12 months from the Effective Date

Platform:

The Platform, www.Connections.coop and its accompanying mobile app, is the system hosted by TSE and its third-party service provider where Cooperative will enter specific details regarding the Discount Offer. You represent and warrant to honor the Discount Offer as published, communicated or marketed by Cooperative in any manner which includes but not limited to the website and mobile application. Cooperative has absolute discretion not to publish, communicate, or market a Discount Offer for any reason they deem necessary. Furthermore, the manner and means of publishing, communicating, or marketing a Discount Offer shall be Cooperative's full absolute discretion, without any reservation of rights retained by You. This section shall survive expiration or termination of this Agreement.

Intellectual Property

This Agreement grants Cooperative, TSE and its third parties, acting on behalf of TSE the right to use, publish, communicate (in any form) and market the Discount Offer, Your name, logo, trademark, service mark, URL or other corporate identifiers, proprietary designations, photographs, and any other material supplied to Cooperative to its employees ("Purpose"). You represent and warrant that You are the owner of or have obtained all necessary permissions, consents, or license to use all materials provided to Cooperative for the Purpose. You will not, under any circumstance, have any right to use or authorize the use of any trademark, logo or other intellectual property right owned by Cooperative or TSE, unless permitted to do so with the written permission granted by Cooperative or TSE.

Disclaimers

Cooperative and TSE shall not be liable for any errors or misprints contained within the publication, communication, or marketing of the Discount Offer. Cooperative and TSE offer no warranties regarding the operation or service availability of the website or mobile application.

COOPERATIVE AND TSE DOES NOT ENDORSE OR AFFIRM THE QUALITY OF YOUR PRODUCTS AND/OR SERVICES, NOR DO THEY ASSUMES ANY RESPONSIBILITY FOR ANY ARRANGEMENTS, CONTRACTS, PURCHASES OR DISPUTES BETWEEN YOU AND ANY THIRD PARTIES USING THE DISCOUNT OFFER.

Use of Information Collected Under This Agreement

You represent and warrant that any information collected by You from a third party as it relates to the Discount Offer or this Agreement shall only be used to provide the product and/or service as offered by the Discount Offer, and in accordance with all applicable laws, rules, or regulations, including, but not limited to any Term of Use and Privacy Policy that may be provided to YOU as posted on the website or mobile application.

Indemnification & Limitation of Liability

You agree to indemnify, defend, and hold Cooperative, TSE and their respective officers, directors, agents, contractors, and employees (an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all third-party liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of You during the performance of this Agreement, including Claims that the Discount Offer or the license right granted herein violates, infringes, or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COOPERATIVE OR TSE BE RESPONSIBLE FOR ANY FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FROM LOSS OF BUSINESS PROFITS, BUSINESS INETRRUPPTION, LOSS OF BUSSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE.

This section shall survive the expiration or termination of this Agreement.

Miscellaneous

All communication to a party should be directed to the addresses as noted at the beginning of this Agreement. The parties agree that no legal partnership, agency, or joint venture of any kind is created between You and Cooperative. This Agreement cannot be assigned, in whole or in part, any attempt to do so shall be null and void. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing. 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. If any provision is found to be unenforceable or invalid, the provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Signature:

Date: