MOBILESOFT WHITE LABEL SERVICE AGREEMENT

READ THE FOLLOWING AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY CLICKING ON THE "ACCEPT" OR SIMILAR ICON BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" OR SIMILAR ICON BUTTON. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT PURCHASE OR USE THE PLATFORM.

"You", "Your" and "Customer" means the person, entity or company who is purchasing the Platform described in this Agreement. "We", "Our", "Us" and "MobileSoft" means MobileSoft Technology, Inc., a Delaware corporation.

This MobileSoft White Label Service Agreement (the "**Agreement**") is entered into as of the date of acceptance by Customer as recorded in the subscription process (the "**Effective Date**") is by and between MobileSoft and Customer.

RECITALS

A.   MobileSoft has developed a proprietary online platform that allows white label partners to design, build, sell and manage mobile apps through a content management system (the "**Platform**"); and

B.   Customer wishes to license the Platform on the terms and conditions herein.

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

1.   **Grant of License**.

a.   **Limited License**. MobileSoft grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Platform during the Term solely to design, build, sell and manage mobile apps for Customer and third-party clients of Customer (the "**License**") to be hosted at MobileSoft's current white labeled content management interface. Without limiting the generality of the foregoing, in no event shall Customer have the right to sub-license or provide access to the Platform or any mobile app building services contained therein to any third parties (including clients of Customer) unless the Platform is resold to clients of Customer in accordance with the terms and conditions of Section 5, below.

b.   **White Label Branding**. All mobile apps created pursuant to this Agreement shall be branded under the name of Customer or its clients and shall be accessible to the public under a URL designated by Customer or its clients (i.e. www.yourdomainname.com). The name, trademark, trade name, trade dress, designs and logos of MobileSoft (the "**Marks**") shall not appear on the mobile application or Customer URL, unless mutually agreed by the parties in advance in a separate signed written authorization. No license, express or implied, is granted to Customer for any of the Marks under this Agreement.

c.   **MobileSoft Intellectual Property; Restrictions on Customer**. All rights not granted to Customer under this Agreement are expressly reserved by MobileSoft. Without limiting the generality of the foregoing, MobileSoft owns and retains all right, title and interest

in and to the Marks and Platform and the underlying source code, which is confidential and proprietary to MobileSoft and protected under applicable intellectual property and trade secrets laws including, without limitation, the U.S. Copyright Act and state and federal trade secret laws. Customer shall not: (i) decompile, reverse engineer or modify the Platform or underlying source code, or otherwise attempt to obtain the source code for the Platform; (ii) sublicense or allow any other person to use the Platform, except pursuant to the normal operation of the content management interface or in accordance with the provisions of Section 5 below; (iii) use the Marks of MobileSoft without MobileSoft's prior written consent; (iv) use the Platform or underlying source code for any purpose other than the design, build, sale and management of mobile apps on the content management interface; (v) use the Platform or underlying source code in a manner that interferes with the use of Platform by MobileSoft or its other customers; (vi) commence development of an electronic platform for the design, build, sale or management of mobile apps in competition with the Platform; or (vii) make any claim of ownership or license to the Marks or the Platform in any way, it being understood that this Agreement shall solely govern the Customer's interest in the Marks and the Platform. Customer acknowledges that it does not presently have the special skills, techniques or business policies developed by Mobilesoft, nor does the Customer have access to the MobileSoft body of knowledge. A violation of this provision shall be deemed to be a material breach of this Agreement and, in such event, MobileSoft shall have the right, in addition to retaining all monies paid hereunder and pursuing all other remedies available at law or in equity, to refuse or terminate Customer's access to the Platform and services. The restrictions contained in this Section 1(c) shall expressly survive the termination or expiration of this Agreement.

2.   **Services Description.**

a.   All mobile apps built and managed by Customer hereunder shall be hosted at MobileSoft's content management interface. Customer will provide identifying graphics and text to be integrated into the site. The site will present identity, links and contact information exclusive to Customer. The following modules shall be available to Customer: (i) Application Templates, ability to add more templates; (ii) Application Dashboard, ability to create applications based on templates; (iii) Page Editor, ability to add more page editors; (iv) HTML WYSIWYG Editor, Drag And Move Page Elements; (v) Payment module, ability to mark/unmark application as paid and eligible for build/submission; (vi) Process credit cards payments and recurring subscription based payments; and (vii) Help/Tutorials information. MobileSoft reserves the rights to change the appearance and functionality of these modules at MobileSoft's own discretion without advance prior notification to Customer.

b.   Customer shall create all mobile apps using the Platform at MobileSoft's content management interface. Application builds are automated, and Customer shall be responsible for all build verification. When a user submits a mobile app for build on Customer's website, Customer's review team is responsible for review and approval of the mobile app, and should review all mobile app content, interact with customer, and ensure the content is appropriate for publishing. Representatives of MobileSoft will not review mobile apps created by Customer, will not launch the mobile apps on an actual device, and will not verify if the mobile apps launch successfully. After Customer review and approval, the mobile apps are then scheduled for auto-build on MobileSoft's content management interface. Once scheduled each application build may take up to 24 hours. Application binaries will be available for download via a link following completion by MobileSoft.

c.   The mobile apps created by Customer hereunder will be hosted on MobileSoft's cloud servers. MobileSoft will host and maintain Customer's website as part of this service agreement. MobileSoft will provide FTP access to Customer's website to allow for editing of customizable content. MobileSoft will support the required server performance of Customer's website regardless of growth by adding the necessary servers or server resources.

d.   MobileSoft will provide customer support to Customer only by email and phone, as follows: (i) technical assistance, coach, guidance, samples and tutorials; (ii) answer technical question regarding service architecture, design, modules, functionality; (iii) provide instructions and help in emergency cases, help resolve blocking issues; and (iv) help identify the nature of issues and propose a solution or fix.   Support will be provided within 24 hours from time of support request during business days. Customer shall be responsible for providing any support services to its third-party clients.

e.   MobileSoft is not responsible for emergency cases and will not assume responsibility for server downtime, server delayed response time, network issues, or any other issues caused by interruption or intermittent issues of the underlying hosting service provider.

f.   Customer's payment transactions will be processed through Customer's own Merchant or PayPal account, integrated into the website engine.

g.   All information submitted and posted on Customer's website(s) shall remain the exclusive property of Customer. MobileSoft will not attempt to contact and or enter into any type of business relationship with Customer's clients. This clause clause shall survive the termination of this Agreement.

3.   **Pricing.**   The pricing for the use of MobileSoft's Platform and its services under this Agreement are as set forth on the Price page of the Seattle Cloud website, which may change at any time at the sole discretion of Mobilesoft and which is incorporated herein by reference.

4.   **Payment.**   Customer shall pay the Set-up Fee and first month's Maintenance Fee upon execution of this Agreement.   All Maintenance Fees shall be paid each month, in advance. Customer Development Fees in arrears upon calculation of by MobileSoft.   All payments by Customer to MobileSoft shall be paid by credit card and Customer shall provide any necessary authorizations to continue making charges and shall update its information with MobileSoft as necessary. Any amount not paid within thirty (30) days of the date of MobileSoft invoice or payment processing that is not honored shall bear an interest rate of (one and one-half percent (1-½%) per month. Customer shall pay all costs of enforcement of the payment of the Set-up Fees, Maintenance Fees and Development Fees, including any court costs and attorney's fees.

5.   **Publisher Platform Resale.**   Customer agrees not to sell unlimited application plans and offers. Customer also agrees to not sell lifetime or prepaid offers. Customer may only sell packages that appear on the pricing pages of the Seattle Cloud web site that do not offer unlimited apps. All Customer clients shall be enrolled in the appropriate Seattle Cloud Program through a direct link from the builder main domain (e.g., BuilderDomain.com) or from other subdomains of the same domain (e.g., subdomain.BuilderDomain.com). Customer agrees not to create multiple websites with different domain names on which links to Customer's main domain are placed. Customer must have a separate White Label Account for each builder website. Customer's website main domain name cannot be changed after the purchase of the White Label Account. Customer agrees not to re-sell the Platform and will cooperate with MobileSoft to ensure that third-parties publishers are directed to the Seattle Cloud website.

6.   **Term.**   The initial term of this Agreement shall commence on the Effective Date noted above and continue thereafter for a period of twenty-four (24) months (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for additional periods of twelve (12) months (the "**Renewal Term(s)**") unless either party provides written notice of termination to the other party at least forty-five (45) days prior the end of the Initial Term or respective Renewal Term, as applicable. In the event MobileSoft provides notice of termination or ceases operation, Customer shall have the right to continue providing mobile app support services to its clients using its own

or a third-party content management interface. MobileSoft reserves the right to modify this Agreement, the MobileSoft Terms of Service, the MobileSoft Privacy Policy, or any of its other polices at any time.

7.   **Relationship of the Parties.**   Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever. Customer agrees that during the entire term of this Agreement it shall not directly or indirectly, as principal, agent, owner, joint venturer, investor or consultant, solicit or attempt to solicit or induce or encourage the departure or resignation of any of the employees or contractors working for MobileSoft. Customer understands and agrees that soliciting, inducing or hiring MobileSoft employees or contractors may result in serious damages for MobileSoft business and acknowledges that MobileSoft may hold Customer liable for any damages and may seek any legal or equitable relief available to MobileSoft under applicable law.

8.   **Disclaimer of Warranties; Limitation of Liability.**

    a.   MOBILESOFT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM AND SERVICES PROVIDED HEREUNDER WILL BE ERRORFREE, TIMELY, SECURE OR UNINTERRUPTED.   NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MOBILESOFT, ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY CUSTOMER RELY ON ANY SUCH INFORMATION OR ADVICE.

    b.   UNDER NO CIRCUMSTANCES WILL MOBILESOFT OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, RELIANCE ON ANY INFORMATION OBTAINED ON THE THE PLATFORM OR SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAILS, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MOBILESOFT'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT MOBILESOFT IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM MOBILESOFT AND ITS AFFILIATES.

    c.   UNDER NO CIRCUMSTANCES SHALL MOBILESOFT BE LIABLE FOR DAMAGES BASED ON LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVITY TO THIS AGREEMENT, OR ANY THIRD PARTY.

    d.   THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON, WHETHER BY MOBILESOFT OR BY CUSTOMER.

9.   **Force Majeure**. If, by reason of failures of telecommunications or internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of MobileSoft, MobileSoft is unable to perform in whole or in part its obligations as set forth in this Agreement, then MobileSoft shall be relieved of those obligations to the extent it is so unable to perform and such inability to

perform shall not make MobileSoft liable to the Customer or other third parties.

10.   **Governing Law; Jurisdiction**. Minnesota State law shall govern the interpretation and enforcement of this Agreement. The parties consent to the exclusive jurisdiction and venue of the state courts located in Hennepin County, State of Minnesota, in connection with any claim, proceeding or litigation arising out of or related to this Agreement.

11.   **Attorneys' Fees and Costs.** Except for the costs of MobileSoft's collection of fees to be paid to it under Section 4 and indemnification contained in Section 12 below, each party shall be solely responsible for its respective attorneys' fees and costs in connection with any legal controversy, legal claim or litigation arising out of or relating to this Agreement or the services of MobileSoft.

12.   **Indemnification.** Customer agrees to defend, indemnify and hold MobileSoft harmless against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to attorney's' fees and costs) or claims caused by or resulting directly or indirectly from Customer's use of the Platform or infringement of any thirdparty's rights, including, without limitation, infringement of any patent, copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third party right. The terms of this Section shall expressly survive the termination or expiration of this Agreement.

13.   **Notices.** Except as otherwise specified in this Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (ii) the first business day after sending by email (provided email shall not be sufficient for notices of termination). Notices to Customer shall be addressed to the information provided by Customer in the subscription process and contact information provided to MobileSoft. All notices to MobileSoft shall be sent to:

  MobileSoft at: 100 South Washington Avenue, Suite 600
                          Minneapolis, MN 55401
                          Attn: Contract Administration
                          Email: notices@mobilesoft.com

14.   **Assignment.**   This Agreement contains no right of assignment by Customer, and Customer shall not assign this Agreement or any of the License content.

15.   **Severability.**   If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

16.   **Survival**.   All provisions related to intellectual property ownership, restrictions on Customer's rights, warranties, indemnification, limitation of liability and severability, including, without limitation, the provisions of Sections 1(c), 4, and 7-21, shall survive termination of this Agreement.

17.   **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

18.   **Electronic Copies/Reproduction Deemed an Original**. MobileSoft and Customer may electronically store and preserve this Agreement. Any reproduction of this Agreement containing a replication of both parties' assent to this Agreement and derived from either party's electronic storage system will be deemed to be original and authentic, and may serve in the place of the

original signed document for all purposes.

19.   **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder. This Agreement supersedes and replaces any prior Agreements between the parties, or between Customer and any of MobileSoft's predecessors-in-interest, whether written or verbal.

20.   **Non-Waiver.** The failure of MobileSoft to enforce a provision of this Agreement shall not be construed as a waiver or limitation of MobileSoft's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21.   **Non-Disclosure.** The parties agree that they shall not during, or at any time after the business relationship with the benefactor, use for ourselves or others, or disclose or divulge to others, including future employees or clients, any trade secrets, confidential information, or any other proprietary data of the customer in violation of this Agreement.

By clicking the icon button stating "I agree", "I accept", "Agree", "Accept" or words of similar import, and any other communication of assent, Customer agrees, accepts and consents to the terms and conditions of this Agreement and shall be deemed an acknowledgement that Customer has read, understands and agrees to be bound by the terms and conditions of this Agreement and Customer acknowledges receipt of a copy of this Agreement. If Customer does not click the icon button stating "I agree", "I accept", "Agree", "Accept" or words of similar import the Platform will not be provided to Customer by MobileSoft.