

REBRANDING AGREEMENT

This Rebranding Agreement (the "Agreement") is made between

You, hereinafter referred to as the "Rebranding Partner", together with any company or other business entity you are representing

and

Zimplit, Ltd. ("Zimplit", "we", "us", "our"), a private limited company, which is established under Estonian law, Estonian Central Commercial Register registry code: 11671447, location: Ravila 46-6, Tartu, 50408, Estonia, e-mail: zimplit@zimplit.com.

Subject to the terms and conditions of this Agreement the parties agree as follows:

1. RECITALS

The Zimplit is in the business of developing and offering website building and CMS software, called "Zimplit CMS". The Rebranding Partner is in the business of offering hosting services on the World Wide Web portion of Internet and wishes to provide website building and CMS software for its customers under its own brand (the "Custom Brand").

The parties therefore agree that Zimplit grants the non-exclusive, non-transferable and limited license (the "Licence") to the Rebranding Partner to substitute the Zimplit brand in Zimplit CMS with its own Custom Brand and incorporate the resulting Custom Branded CMS to the Rebranding Partner's hosting services. The Rebranding Partner therefore shall become an independent distributor of Zimplit CMS on its Web Server under its own name and the Zimplit CMS shall be used as a Custom Branded CMS.

The parties agree to become bound by the terms and conditions of this Agreement. The Rebranding Partner also agrees to ensure that anyone who uses the Custom Branded CMS on their computer and/or Web Server also abides the Agreement.

2. DEFINITIONS AND INTERPRETATION

Under this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Content Management System" or "CMS" means a Web Server Software application designed to input, modify, manipulate, store, manage, format and delete web information.

"Custom Brand" means a name, trademark, corporate identity, logo and marketing concept of the Rebranding Partner.

"Custom Branded CMS" means CMS, which incorporates the Zimplit CMS Technology without exhibiting Zimplit brand. Instead a Custom Brand shall be used.

"Custom Branded Sites" mean those websites that are developed by or through the use of the Custom Branded CMS.

“End User” means each website, using or otherwise accessing the programmatic interface or the Custom Branded CMS.

“IP Address” means Internet Protocol Address. This is a unique string of numbers that identifies a computer or Web Server on an intranet or the internet.

“Licence Key” means a series of letters and digits that help to authorize the Rebranding Partner or the End User.

“Licensing Package(s)” means the Custom Branded CMS package(s) described on Zimplit’s website;

“Licensing Script” means a software code, which ensures integrity of Customer Branded CMS by regularly verifying End Users Licence Keys with Zimplit website. The information collected by Licensing Script for such verification purpose shall include the Rebranding Partner Licence Key, End User Licence Key, URL, and the IP address of the Custom Branded Site.

“Network Server” means a computer with one or more computer central processing units (CPU’s) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.

“Order” means an order placed by the Rebranding Partner with Zimplit for the provision of the Custom Branded CMS.

“Proprietary Rights” means all patents, copyrights, service marks, trademarks, trade dress, trade secrets and other intangible rights.

“Source Code” means computer software code or program in human readable format, such as a printed listing of such a program written in a high-level computer language.

“Web Server Software” means those Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).

“Web Server” means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

“Zimplit CMS Technology” means a technology utilized by Zimplit CMS in order to input, modify, manipulate, store, manage, format and delete web information.

“Zimplit CMS” means Zimplit Content Management System, authored and developed by Zimplit, Ltd.

3. CUSTOM BRANDED CMS

Once the Rebranding Partner’s Order has been placed and processed, Zimplit will use its best and reasonable endeavours to commence provision of the Custom Branded CMS as soon as reasonably possible, typically within one week. In any event, the provision of the Custom Branded CMS will commence no later than two weeks after completion of the order.

In the event that the provision of the Custom Branded CMS is delayed by more than two weeks from completion of the Order, Zimplit will contact the Rebranding Partner, giving the Rebranding Partner the option of waiting for a further two weeks or cancelling the Order and receiving a full refund of any Fees paid. In the event of further delay, the process in this sub-clause shall be repeated.

The setup of the Custom Branded CMS requires the Rebranding Partner to supply their Custom Brand and the list of IP addresses, where Custom Branded CMS shall be used. The Custom Brand can be designed for the Rebranding Partner by the Zimplit design team for a fee. The Rebranding Partner in return will receive Custom Branded CMS, which Zimplit will customize based on the Rebranding Partner Custom Brand and within the Zimplit CMS technology requirements.

Unless it is agreed otherwise, Zimplit will host the Custom Branded CMS Toolbar on its own Web Server. The agreement to transfer all files and scripts related to Custom Branded CMS Toolbar, into the Rebranding Partner Web Server may be subject to applicable fees, as described on the Site or as otherwise described by Zimplit in an email to you.

Zimplit is under no obligation to provide any other service that is not set out in the Agreement.

Zimplit reserves the right to alter, improve or otherwise modify the Zimplit CMS without notice or liability from the Rebranding Partner for such modifications. Zimplit also reserves the right to add additional tools to the Zimplit CMS and either limit or charge an additional fee for their use in Custom Branded CMS. The availability, modifications, changes, limitations or continuation of Zimplit CMS service shall not affect the continuity of the provision of the Custom Branded CMS to the Rebranding Partner.

Zimplit may, at its sole discretion, alter, improve or otherwise modify the Custom Branded CMS provided that any such change will not significantly alter the provision of the Custom Branded CMS to the Rebranding Partner or result in the removal of any features or Custom Branded CMSs that form part of the Agreement. In the event of any planned changes requiring the Rebranding Partner to make any changes on their part, the Rebranding Partner will be notified by email, by using the email address that Zimplit has on record, no later than two weeks in advance of such planned changes and will receive full documentation of any action required on their part. No alterations to the Custom Branded CMS shall affect the Fees payable by the Rebranding Partner.

Zimplit may take any action necessary to address any problems with the Custom Branded CMS without any prior notice to the Rebranding Partner. If such faults or remedial action results in an interruption to the provision of the Custom Branded CMS, Zimplit will use its best and reasonable endeavours to inform the Rebranding Partner by email, by using the email address that Zimplit has on record.

4. TERMS OF USE

The Rebranding Partner may use Custom Branded CMS, activated by a Licence Key, only on a Web Server (virtual or physical) owned, leased or otherwise controlled by the Rebranding Partner.

The Licence to operate, use and commercially exploit the Custom Branded CMS under the Agreement is exclusively granted for the use in Web Servers for which the Rebranding Partner has provided a list of IP addresses to Zimplit. The Rebranding Partner must keep the list of IP addresses of the Web Servers updated. Any use of Custom Branded CMS on non-listed Web Servers will be considered as an unlicensed use. Any unlicensed use is a breach of this Agreement as well as international trademark and copyright laws.

Each website, using or otherwise accessing the programmatic interface or the Custom Branded CMS must obtain the right to do so by having a separate End User License Key. The Rebranding Partner must ensure that all Customer Branded CMS users are registered with Zimplit and that the number of Custom Branded CMS users does not exceed the number of End User License Keys the Rebranding Partner has obtained.

Zimplit shall regularly verify End Users Licence Keys through Custom Branded CMS Licensing Script. The Licensing Script is indivisible part of the Custom Branded CMS. The Rebranding Partner may not, under any circumstances, remove, modify, enhance, revise or otherwise change the Custom Branded CMS Licensing Script.

Zimplit reserves a right, in its sole discretion, to substitute Custom Branded CMS Toolbar with Zimplit CMS Toolbar in Custom Branded Sites: (1) if the Custom Branded Sites or the Rebranding Partner do not have valid End User Licence Key or if the Custom Branded Sites reside on non-listed Web Servers; (2) if the Rebranding Partner fails to pay fees due under this Agreement; or (3) if the Rebranding Partner is in breach of this Agreement.

The Rebranding Partner undertakes not to sell, rent, lease, translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, modify, sub-licence, loan or distribute the Custom Branded CMS other than as expressly authorised by this Agreement. The Rebranding Partner further undertakes not to reproduce or distribute Licence Keys except under the express and written permission of Zimplit.

5. SUPPORT AND MAINTENANCE

Zimplit will provide, free of charge, on its own Web Server, static online support to the customers of Custom Branded Sites in a form of user manual, which will be Custom Branded. The user manual can be translated, if necessary, by Zimplit for a fee.

Zimplit will provide additional online support to the Rebranding Partner for applicable fee, which is published on Zimplit 's website or described by Zimplit in an email to you. Additional technical and design support may be offered to the Rebranding Partner at additional fee.

Zimplit will communicate all relevant maintenance, technology and other issues related to Custom Branded CMS directly to the Rebranding Partner, who is responsible to communicate this information to its customers.

6. REBRANDING LICENSING FEES

The Rebranding Partner shall pay all applicable fees for the use Custom Branded CMS. Fees for the Licensing Package(s) offered by Zimplit are published on Zimplit 's website or described by Zimplit in an email to you. Unless otherwise indicated, the fees include all delivery costs. For Estonian residents, the value added tax (20%) may apply to the fees; for all non-Estonian residents the value added tax rate is 0%.

Zimplit will submit to the Rebranding Partner an invoice on for payment either: (i) once each one-month period; (ii) once each three-month period; (iii) once each six-month period; or (iv) once each twelve-month period.

For the first period of Custom Branded CMS provision, payment of fees due shall form part of the Order process. For all subsequent periods of Custom Branded CMS provision the Rebranding Partner will be sent an invoice and renewal notice not less than 30 day before the period is due to

expire. Payment must be made within that 30 day period in order for provision of the Custom Branded CMS to continue without interruption.

The Rebranding Partner may, at any time, change their Licensing Package, if other Licensing Packages are being offered by Zimplit. The following shall apply to such situations:

- If the Rebranding Partner chooses to move to a higher-priced Licensing Package, then Zimplit will invoice for the difference in price for the remaining period of Custom Branded CMS provision and will continue to invoice at the higher price for all subsequent periods of Custom Branded CMS provision;
- If the Rebranding Partner chooses to move to a lower priced Licensing Package, then Zimplit will not refund monies for the difference in price for the remaining period of Custom Branded CMS provision, but will invoice lower price for all subsequent periods of Custom Branded CMS provision.

Zimplit reserves the right to change the prices it charges for the Zimplit service or to institute new charges at any time upon prior notice to you, which may be sent by email or posted on the Site. However, the Rebranding Partner will not be subject to any additional charges or refunds during the 12 month period of Custom Branded CMS provision in which the changes were made; any change in fees will be reflected in subsequent renewals of Custom Branded CMS provision.

Zimplit reserves the right to add additional tools to the Zimplit CMS and either limit or charge an additional fee for their use in Custom Branded CMS. All package add-on's requested by the Rebranding Partner will be deemed done at the Rebranding Partner's cost and therefore any additional add-on charges will be retained by the Rebranding Partner to cover this expense.

Upon acceptance of this Agreement the Rebranding Partner authorizes Zimplit, Ltd. to charge the credit card provided by the Rebranding Partner with a non-refundable or transferable Licensing Fee.

7. OVERDUE CHARGES AND ATTORNEYS' FEES.

Any unpaid amounts under this Agreement shall be subject to one-half percent (0.5%) per day overdue charge until paid in full. In the event either party shall be successful in any suit for damages for any breach of this Agreement, including non payment of amounts due, or to enforce this Agreement, such party shall be entitled to recover its reasonable legal fees and expenses incurred in any such action in addition to any other relief granted.

8. ADVERTISING

The Rebranding Partner will be responsible and liable for all advertising and promotion of their Custom Branded CMS. The Rebranding Partner agrees to advertise within all local regulations. In particular the Rebranding Partner agrees to abide to market the Custom Branded CMS with clear and non-deceptive methods.

The Rebranding Partner represents and warrants that the material used on the Custom Branded CMS will not infringe upon, violate the intellectual property rights or moral rights of any person, or are morally objectionable in any form. Zimplit can request copies of all marketing material to confirm the integrity of the Rebranding Partner's marketing.

9. END CONSUMER WEBSITE PRICING

Zimplit agrees that the Rebranding Partner is free to choose its own pricing model for its hosting services utilizing Zimplit CMS Technology by Custom Branded CMS.

10. CUSTOM BRANDED SITES

In general, we do not screen or edit information posted on the Rebranding Partner's Custom Branded Sites, but we reserve the right (but have no duty) to monitor any web pages, built with Zimplit CMS Technology, from our system at any time, without notice, at our sole discretion. You agree to remove, on our request, any objectionable information, built with Zimplit CMS Technology, from your system that:

- Infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- Is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, offensive, or profane;
- Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of any party; or
- Impersonates any person or entity.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Zimplit in its sole discretion) an unreasonable or disproportionately large load on Zimplit's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Custom Branded CMS or any activities conducted on the Custom Branded CMS; or (iii) bypass any measures Zimplit may use to prevent or restrict access to the Custom Branded CMS (or other accounts, computer systems or networks connected to the Custom Branded CMS).

11. CUSTOMER DATA

Zimplit and the Rebranding Partner will jointly own the Custom Branded CMS customer data, collected by Zimplit through Licensing Script, while both adhering to the terms of the Privacy Policy. Neither party will sell, rent or trade customer data to any third party unless otherwise agreed to in writing.

12. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

The Rebranding Partner will not acquire ownership rights over any of Zimplit's Intellectual Property in or in relation to the Custom Branded CMS or in relation to any other property owned by Zimplit.

Zimplit will not acquire ownership rights over any of the Rebranding Partner's Intellectual Property in the Rebranding Partner's Website or any other material belonging to the Rebranding Partner.

The Rebranding Partner agrees to fully indemnify Zimplit and its employees, directors, officers, representatives, agents, and affiliates against all costs, expenses, liabilities, losses, damages, claims and judgments that Zimplit may incur or be subject to as a result of the infringement of any Intellectual Property infringement owned by third parties arising from:

- The Rebranding Partner's failure to obtain the necessary rights and permissions from third parties in order to enable Zimplit to legally provide the Custom Branded CMS;
- The provision of the Custom Branded CMS by Zimplit based upon information and material provided by the Rebranding Partner.

Zimplit shall own and retain all Proprietary Rights in and to the Zimplit CMS.

Zimplit shall own all Proprietary Rights in and to the Custom Branded CMS except for the right to use the Custom Brand of the Rebranding Partner.

The Rebranding Partner shall have a non-exclusive, worldwide license to use only such trademarks and custom branding as are provided by this Agreement. Such license shall only be for the period of this Agreement. Such materials shall only be used by the Rebranding Partner in connection with the promotion of the Custom Branded CMS and shall only be used in the form that is accepted by the Zimplit. All advertising and promotional materials that integrate the trademarks of the Zimplit shall first be presented to the Zimplit for review and approval in its discretion.

Zimplit shall retain all right, title and interest in and to all of its trademarks, service marks, copyrights, patents, trade secrets and confidential information. The Rebranding Partner shall not gain any rights in and to the same by virtue of this Agreement or otherwise except as specifically provided in this Agreement and subject to all of the terms and conditions contained in this Agreement.

The Rebranding Partner shall retain all right, title and interest in and to all of its trademarks, service marks, copyrights, patents, trade secrets and confidential information. Zimplit shall not gain any rights in and to the same by virtue of this Agreement or otherwise except as specifically provided in this Agreement and subject to all of the terms and conditions contained in this Agreement.

13. CONFIDENTIALITY

Both parties agree to keep confidential and not disclose the terms of this Agreement without prior written consent. The obligations of this section shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court, government agency and shall not apply to the information that is independently developed by the disclosing party or is publicly known. All public announcements related to this Agreement shall be coordinated by Zimplit and the Rebranding Partner.

14. LIMITED LIABILITY

Zimplit, nor its affiliates, directors, employees, agents, partners, or licensors, shall not be liable to the Rebranding Partner or to third parties for any lost revenues, profits, goodwill, use, data failure (including but not limited to loss of data or data being rendered inaccurate or losses sustained by you or third parties or a failure of the service to operate with any other programs or services) or damages, including any general, special, indirect, incidental, punitive or consequential damages of any kind whatsoever arising directly or indirectly from Zimplit services, this agreement, the Zimplit CMS technology or the Customer Branded CMS, even if such holder or other party has been advised of the possibility of such damages.

15. WARRANTY DISCLAIMER

Zimplit will make best efforts in providing the highest quality service. Custom Branded CMS is provided “as is” and “as available” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Zimplit, and its affiliates, directors, employees, agents, partners and licensors do not warrant that: (a) the Custom Branded CMS will be secure or available at any particular time or location; (b) any defects or errors will be corrected; or (c) the results of using the Custom Branded CMS will meet your requirements.

Any material downloaded or otherwise obtained through the use of the Custom Branded CMS is done so at the Rebranding Partner’s and users discretion and risk and the Rebranding Partner and users will be solely responsible for any damage to their computer systems or loss of data that results from the download of any such material; and no advice or information, whether oral or written, obtained by the Rebranding Partner through or from Zimplit shall create any warranty not expressly stated in these terms.

16. INDEMNITY

The Rebranding Partner will fully indemnify Zimplit against all costs, expenses, liabilities, losses, damages and judgments that Zimplit may incur or be subject to as a result of any of the following: (i) the Rebranding Partner’s misuse of the Custom Branded CMS; (ii) in relation to the Rebranding Partner’s website, hosting, domain name registration business, including, but not limited to, the Rebranding Partner’s advertising, business practices, systems and other processes, fees charged, billing practices, and customer service; (iii) relating to any product or service of the Rebranding Partner; (iv) the Rebranding Partner’s negligence or other act of default; (v) the Activities of third parties conducted on the Custom Branded Sites using facilities such as blogs, forums and chat; (vi) the Rebranding Partner’s breach of this Agreement;

The Rebranding Partner shall pay any and all costs, damages, and expenses, including, not limited to, reasonable attorney’s fees and costs awarded against or otherwise incurred by Zimplit in connection with or arising from any such identifiable claim, suit, action or proceeding.

17. TERM AND TERMINATION

This agreement is effective for a period of one year from the date of execution, subject to the termination provisions below and to the cancelling and refund provisions of this Agreement. This agreement is automatically renewed an indefinite number of one-year terms. Subsequent periods will follow on from a previous period, without interruption, subject to the fulfilment of the Client’s payment obligations under this Agreement. All subsequent periods are subject to the termination provisions below.

Either party upon at least 1 month written notice in the form of an email (or letter) may terminate this Agreement.

The Rebranding Partner may request the termination of this Agreement by written notice in the form of an email (or letter), 1 month in advance. The following shall apply to such situations:

- If the Rebranding Partner wishes to terminate during the course of a first one-year period the Agreement will end 1 month after Zimplit receives the Rebranding Partner’s written

notice, there will be no refund and the Rebranding Partner shall pay all unpaid portions of the subscription fees for the first 12 month subscription term.

- If the Rebranding Partner wishes to terminate during the course of a subsequent one-year periods the Agreement will end 1 month after Zimplit receives the Rebranding Partner's written notice and Zimplit will refund the pro rated amounts paid for the unexpired portion of the subscription term.

Zimplit reserves the right to terminate this Agreement immediately in the following circumstances:

- If the Rebranding Partner fails to pay fees due under Clause 6 of this Agreement;
- If the Rebranding Partner is in breach of this Agreement;
- If the Rebranding Partner declares bankruptcy or becomes insolvent;
- If the Rebranding Partner is unable to pay its debts; or
- If the Rebranding Partner has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

If this Agreement is terminated by Zimplit for any reason other than the Rebranding Partner's breach of the Agreement, Zimplit will refund the pro rated amounts paid for the unexpired portion of the subscription term.

On termination the Rebranding Partner must immediately replace all copies of the Custom Branded CMS in its Web Server with Zimplit CMS and display the link to the Zimplit CMS with phrase "Powered by Zimplit CMS" on all Custom Branded Sites with clearly readable no less than an 8 point font.

All provisions of this Agreement relating to confidentiality, warranties, intellectual property rights, limitation and exclusion of liability, indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

18. NON COMPETE

During the term of this Agreement the Rebranding Partner or its employees will not enter into or offer direct or indirect competing website building technologies and specifically target any affiliates, resellers or customers hosted on the Zimplit CMS Technology. The Rebranding Partner agrees not to directly solicit existing customers, resellers, affiliates, the Rebranding Partners, partners or licensees using the Zimplit CMS Technology for a period of two (2) years. The Rebranding Partner represents that the execution and implementation of this Agreement is neither in breach nor in violation of any terms or conditions of any other contract, agreement including but not limited to exclusivity or non competition. At all times the Rebranding Partner will not engage in any activity harmful to Zimplit, any of Zimplit brands, partners, and affiliates or through misleading or deceptive advertising. The Rebranding Partner shall not copy, reverse engineer, decompile or disassemble any Zimplit or Zimplit CMS Technology.

19. INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors and shall have no right or authority to bind or commit the other party in anyway without the other party's express written authorization to do so. Nothing contained in this Agreement shall be deemed or construed to create for any purpose an employer/employee, joint venture, partnership, or agency relationship between the parties.

20. ASSIGNMENT

Both parties agree not to assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits, or interests under this Agreement without written consent. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligations hereunder without prior written consent.

21. NOTICE

Any notice or other communication required to be given or made shall be in writing and considered made if done by email, prepaid first class letter or fax to the contact information provided during registration.

22. FORCE MAJEURE

Neither Zimplit nor the Rebranding Partner shall be liable for breaching this Agreement where that breach results from Force Majeure.

Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to, acts of God; acts of war; acts of terrorism; national emergencies; governmental action; union action; civil unrest; fire; explosion; flood and theft.

23. SEVERANCE

In the event that any provision of this Agreement are found to be invalid or otherwise unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other provision or a subsequent breach of any provision.

24. LAW AND JURISTITION

A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Rebranding Partner and Zimplit agree that any cause of action arising out of or related to the Custom Branded CMS must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The Agreement shall be governed by and constructed in accordance with the laws of the Estonia. The Rebranding Partner expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the Agreement or your use of this Site or Custom Branded CMS shall be filed only in Tartu County Court, Tartu, Estonia and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Custom Branded CMS is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section.