MOBIBLOCKS 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 "MOBIBLOCKS" means MOBIBLOCKS LLC., a Washington corporation.

This MOBIBLOCKS 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 MOBIBLOCKS and Customer.

RECITALS

- **MOBIBLOCKS has developed a proprietary online platform that allows white label resellers to build deploy and manage one website, one Android app and one iOS app that manages business locations on the map and manages mobile service professional directory along with a search engine, private and public group chat and in-app peer-to-peer video calling system (the "Platform"); and**

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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**. MOBIBLOCKS 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 MOBIBLOCKS'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 MOBIBLOCKS (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. **MOBIBLOCKS Intellectual Property; Restrictions on Customer**. All rights not granted to Customer under this Agreement are expressly reserved by MOBIBLOCKS. Without limiting the generality of the foregoing, MOBIBLOCKS 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 MOBIBLOCKS 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 MOBIBLOCKS without MOBIBLOCKS'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 MOBIBLOCKS 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 MOBIBLOCKS, nor does the Customer have access to the MOBIBLOCKS body of knowledge. A violation of this provision shall be deemed to be a material breach of this Agreement and, in such event, MOBIBLOCKS 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. Customer gets one website, one Android app and one iOS app. Servers side of the apps are hosted on app.net cloud infrastructure and cloud servers. Customer's apps and website will use id.app.net Single Sign On solution developed by Mobiblocks, which integrated Google and Facebook authentication systems.

b. Customer shall create all mobile apps using the Platform at MOBIBLOCKS'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 MOBIBLOCKS 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 MOBIBLOCKS'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 MOBIBLOCKS.

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

d. MOBIBLOCKS 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. MOBIBLOCKS 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. MOBIBLOCKS 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 MOBIBLOCKS's Platform and its services under this Agreement are as set forth on the /prices page of myarea.com website, which may change at any time at the sole discretion of MOBIBLOCKS 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 MOBIBLOCKS. All payments by Customer to MOBIBLOCKS shall be paid by credit card and Customer shall provide any necessary authorizations to continue making charges and shall update its information with

MOBIBLOCKS as necessary. Any amount not paid within thirty (30) days of the date of MOBIBLOCKS invoice or payment processing that is not honored shall bear an interest rate of (one and one-half percent (1- 1⁄2%) 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. **MyArea Platform Resale.** Customer agrees not to sell unlimited or lifetime plans and offers. Customer also agrees to not sell prepaid offers. Customer agrees not to sell white label programs. Customer agrees not to create multiple websites with different domain names which links to Customer's main domain name. Customer must have a separate White Label Account for each brand. Customer's website main domain name cannot be changed after the purchase of the White Label Account or changed only with MOBIBLOCKS' consent and agreement.

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 MOBIBLOCKS 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. MOBIBLOCKS reserves the right to modify this Agreement, the MOBIBLOCKS Terms of Service, the MOBIBLOCKS 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 MOBIBLOCKS. Customer understands and agrees that soliciting, inducing or hiring MOBIBLOCKS employees or contractors may result in serious damages for MOBIBLOCKS business and acknowledges that MOBIBLOCKS may hold Customer liable for any damages and may seek any legal or equitable relief available to MOBIBLOCKS under applicable law.

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

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

b. UNDER NO CIRCUMSTANCES WILL MOBIBLOCKS 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 MOBIBLOCKS'S RECORDS, PROGRAMS OR SERVICES. CUSTOMER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT MOBIBLOCKS IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM MOBIBLOCKS AND ITS AFFILIATES.

c. UNDER NO CIRCUMSTANCES SHALL MOBIBLOCKS 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 MOBIBLOCKS 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 MOBIBLOCKS, MOBIBLOCKS is unable to perform in whole or in part its obligations as set forth in this Agreement, then MOBIBLOCKS shall be relieved of those obligations to the extent it is so unable to perform and such inability to

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perform shall not make MOBIBLOCKS 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 King County, State of Washington, 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 MOBIBLOCKS'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 MOBIBLOCKS.

12. **Indemnification.** Customer agrees to defend, indemnify and hold MOBIBLOCKS 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 MOBIBLOCKS. All notices to MOBIBLOCKS shall be sent to:

MOBIBLOCKS at: 21215 NE 61st street, Redmond, WA, 98053

Attn: Contract Administration Email: support@mobiblocks.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**. MOBIBLOCKS 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. **EntireAgreement.** ThisAgreementconstitutesthecompleteandexclusivestatementof 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 MOBIBLOCKS's predecessors-in-interest, whether written or verbal.

20. **Non-Waiver.** The failure of MOBIBLOCKS to enforce a provision of this Agreement shall not be construed as a waiver or limitation of MOBIBLOCKS'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 MOBIBLOCKS.

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