

# WHITE LABEL PLATFORM LICENSE AGREEMENT

This is an Agreement, entered into on the date in Item 1 of the Schedule ("the Commencement Date") by and between the company described in Item 2 of the Schedule ("the Company") and the customer described in Item 3 of the Schedule ("the Customer").

## Background

I. The Company has developed a proprietary accessible web design system that can be offered as the Customer's own service.

II. The Customer wishes to offer accessible website development services in its own name.

## Definitions

"Agreed Website" is any website built pursuant to this Agreement.

"Agreement" is this agreement, as amended.

"CCPA" is the California Consumer Privacy Act 2018.

"Company's Website" is the website described in Item 9 of the Schedule.

"GDPR" is Regulation (EU) 2016/679 (General Data Protection Regulation).

"Ongoing Website Maintenance" is any ongoing monthly allowance of technical support, content edits or content additions for an Agreed Website as described in Item 8 of the Schedule. "Parties" are the parties to the Agreement.

"Schedule" is the schedule to the Agreement and forms part of the Agreement.

"Services" are the services set out in Section 2 of the Agreement.

"Termination Date" is the date this Agreement is terminated, whether immediately or at the end of a notice period.

"WCAG" is the Web Content Accessibility Guidelines 2.1 AA Standards.

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

## Grant of License

1. The Company hereby grants to the Customer a limited, non-exclusive, non-transferable license to offer our services during the Term, solely for the operation of web design for accessibility in accordance with WCAG.

## White Label Branding

1.1. The Customer accepts all liability and responsibility for collection and payment of relevant taxes and fees, the accuracy and timeliness of information provided to the Company, the delivery of services to their customers outside the scope of this agreement, compliance with privacy laws such as GDPR and CCPA, and adherence to the provisions of their local laws.

## Restrictions

1.2. The Customer shall not

- (i) resell access to the Services to any third party without the Company's prior, written authorization;
- (ii) make any claims that are not agreed upon;
- (iii) allow anyone other than the Company to alter any site in a manner that alters accessibility.

## Services

2. The Company shall provide the following services:

### Compliant Web Design

2.1. The Company develops websites that adhere to WCAG. These are either Template Websites as described in Item 6 of the Schedule or Custom Websites as described in Item 7 of the Schedule. The Customer may (but is not required

to) purchase from the Company a website of either type at any time under the terms set out under the respective Item of the Schedule. The Customer may purchase as few or as many websites of either type as it wishes at any time during the Term.

## **Maintenance**

2.2. The Company shall provide Ongoing Website Maintenance for every Agreed Website under the terms set out in Item 8 of the Schedule. The Customer shall pay the ongoing and once-off fees as set out in Item 8 of the Schedule.

2.2.1. If the Parties agree in writing to discontinue the maintenance of any particular Agreed Website, the maintenance of that Agreed Website shall cease at the end of that monthly period and the Customer shall not continue to pay the maintenance fee for that website.

2.2.2. Discontinuing the maintenance on one Agreed Website does not affect the maintenance on any other Agreed Website.

2.2.3. If payment of the monthly fee for Ongoing Website Maintenance for any particular Agreed Website is delayed for more than seven (7) days after it is due, the Company shall send a reminder to the Customer. If payment is delayed for more than seven (7) days after the Company sends the reminder, the Company may (but is not required to) terminate the hosting and other Ongoing Website Maintenance services for that Agreed Website.

## **Maintain Accessibility**

2.3. Subject to Section 2.2, the Company shall perform quarterly audits on any websites it builds pursuant to this Agreement, in order to maintain compliance with WCAG.

## **Hosting Services**

2.4. Subject to Section 2.2, the Company shall provide hosting with a dedicated hosting service for any Agreed Website. The Company has provided the Customer with the technical specifications of its third party hosting services and shall notify the Customer of any change in the hosting provider or such technical specifications.

## **Compliance Officer**

2.5. Subject to Section 2.2, the Company shall act or shall designate someone to act as Accessibility Compliance Officer for the Customer.

## **Website Maintenance**

2.6. Subject to Section 2.2, Ongoing Website Maintenance applies separately to each single Agreed Website at the rate set out in Item 8 of the Schedule. The maintenance hours are not cumulative across months or transferrable to another Agreed Website. The Customer is not required to make use of the Ongoing Website Maintenance hours. If the maintenance for any month is going to be more than the time set out in Item 8 of the Schedule, the Company shall inform the Customer of the estimated extra time required and not proceed until the Customer agrees to the additional maintenance in writing.

2.6.1. Ongoing Website Maintenance begins on the date described in Item 8 of the Schedule, even if the Agreed Website is not publicly accessible due to delays by the Customer.

## **Fees**

3. The fees and other charges of the Company are described in the Schedule. The Customer shall pay the fees to the Company. The Customer shall charge their customers whatever price they choose for the Services, so long as it is not less than the price that the Company charges the Customer.

## **Taxes**

3.1. The fees set forth in the Schedule are exclusive of all federal, state, municipal, or other government excise, sales, use, value-added, gross receipts, personal property, occupational, or other taxes now in force or enacted in the future, and the Customer shall pay any such tax (excluding taxes on the Company's net income) that the Company may be

required to collect or pay now or at any time in the future with respect to such fees.

## **Payment**

3.2. Payment of the amounts due to the Company shall be made in accordance with the payment schedule set forth in the Schedule by wire transfer, or as provided through the Company's Website or other immediately-available funds as agreed between the Parties. The payment for the Service shall be made in full before the Company commences work on that individual Service.

## **Technical Specifications**

4. The Company has provided the Customer with the technical specifications of the custom and template sites, including but not limited to security specifications. If the Company wishes to make any material modification of such technical specifications it shall use reasonable efforts to notify the Customer no less than thirty (30) days in advance.

4.1 If the Company, in its sole discretion, thinks there is an urgent security reason to make a material modification to the Technical Specifications, it shall make such changes as quickly as practical. The Company shall then inform the Customer of the changes as soon as practical thereafter.

## **Delivery of the Services**

5. The Company shall use reasonable commercial efforts to develop and deliver services to the Customer. The Customer understands that the ability of the Company to develop and deliver services depends on a number of factors beyond the control of the Company, especially the timely cooperation of the Customer and its employees. The Company shall notify the Customer when, and if, it believes the timetable should be shortened or extended.

## **Training**

5.1. The Company will train the Customer how to test and identify issues of potential and current sites. The Company shall provide the Customer with ongoing support and training through the Platform described in Item 5 of the Schedule at the rate specified in Item 5 of the Schedule.

## **The Customer's Obligations**

6. The Customer shall:

- (i) provide the Company with accurate and complete descriptions of its needs and business plans,
- (ii) cooperate with the Company in the development and deployment of websites,
- (iii) notify the Company of any defects in a website.

## **No Poaching**

7. The Company will not knowingly contact or solicit any of the Customer's clients for any services.

## **Compliance with Laws**

8. The Company shall use commercially reasonable efforts to conduct its business, and develop the Agreed Websites, in compliance with all applicable laws, rules and regulations.

## **Confidential Information**

9. For purposes of this Agreement, the term "Confidential Information" means all confidential and proprietary information of a party, including but not limited to

- (i) financial information,
- (ii) business and marketing plans,
- (iii) the names of employees and owners,
- (iv) the names and other personally-identifiable information of users of the Platform,
- (v) security codes, and
- (vi) all documentation provided by the Company.

## **Excluded Information**

9.1. For purposes of this Agreement, the term "confidential and proprietary information" shall not include

(i) information already known or independently developed by the recipient without the use of any confidential and proprietary information, or (ii) information known to the public through no wrongful act of the recipient.

## **Confidentiality Obligations**

9.2. During the Term and at all times thereafter, neither Party shall disclose Confidential Information of the other party or use such Confidential Information for any purpose other than in furtherance of this Agreement. Without limiting the preceding sentence, each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses to safeguard its own Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Information:

(i) if required to do by legal process (for example, by a subpoena), provided that such Party shall notify the other Party prior to such disclosure so that the other Party may attempt to prevent such disclosure or seek a protective order; or  
(ii) to any applicable governmental authority as required in the operation of that Party's business.

## **Employees**

10. During the Term and for a period of one (1) year thereafter, neither Party shall hire, solicit for hire, or directly or knowingly indirectly use the services of any employee of the other Party without the prior written consent of the other Party. For purposes of this section, a person shall be deemed an "employee" of a Party if such person has provided services to the Party as an employee or independent contractor at any time within the preceding six (6) months.

## **The Term**

11. The term of this Agreement shall be the Term in Item 4 of the Schedule, unless terminated pursuant to the provisions of this Agreement.

## **Termination for Cause**

11.1. This Agreement may be terminated in writing at any time if either Party fails to perform any of its material obligations under this Agreement, and such failure continues for thirty (30) days following written notice from the non-breaching party. For these purposes:

(i) any obligation of the Customer to pay any amount to the Company shall be treated as a material obligation, and  
(ii) if the Customer fails to make a required payment by the due date on more than three (3) occasions during any period of twelve (12) months, the Company may (but shall not be required to) immediately terminate this Agreement in writing.

## **Termination for Cessation of Business**

11.2. The Customer may terminate this Agreement by giving at least ninety (90) days' notice to the Company if it discontinues the business. The Company may terminate this Agreement by giving at least one hundred eighty (180) days' notice to the Customer if it discontinues providing the Services to its customers.

## **Termination Without Cause**

11.3. Either Party may terminate this Agreement at any time by giving at least one hundred eighty (180) days' written notice to the other Party.

## **Effect of Termination Generally**

11.4. Upon notice of termination of this Agreement, no new Agreed Websites shall be added. Ongoing Website Maintenance shall continue until the Termination Date and the Company shall make reasonable efforts to assist the Customer to transition to a different service provider. The Customer's access to the Platform shall continue until the Termination Date.

11.4.1. Unless this Agreement is terminated for cause under Section 11.1, the Company shall make all reasonable efforts to complete any outstanding Agreed Websites before the Termination Date.

## **Effect of Termination for Cause**

11.5.1. If the Customer terminates this Agreement for cause under Section 11.1, the Company shall return any amounts paid by the Customer to the Company for any work that was not completed before the Termination Date. The Company shall not be required to pay more than this amount.

11.5.2. If the Company terminates this Agreement for cause under Section 11.1, the Customer shall pay the Company for any completed work. The Company will not be required to hand over any logins or assist in transition until payment for completed work is paid in full. If payment is not made within fourteen (14) days after the Termination Date, the Company may (but is not required to) immediately or at a later date delete the hosting of all of the Agreed Websites.

11.4.1. Upon notice of termination of this Agreement, no new Agreed Websites shall be added. The Company will complete all Agreed Websites for the Customer that are still to be finished, unless the Customer requests the Company to stop building. Ongoing Website Maintenance shall continue until the Termination Date and the Company shall make reasonable efforts to assist the Customer to transition to a different service provider.

## **Limitation of Damages**

12. The Company's total liability for any Agreed Website under or relating to this Agreement, regardless of the cause or form of action, and whether before or after the termination of this Agreement, shall not exceed the total of all amounts paid to the Company by the Customer for that Agreed Website for the preceding twelve (12) months. The Parties acknowledge that there may be multiple Agreed Websites and the damages relating to one Agreed Website are limited to the amounts paid solely in relation to that one Agreed Website.

## **Limitation of Claims**

12.1. The Company shall not be liable to the Customer under any circumstances (even if this Agreement is terminated) for any consequential, special, incidental, punitive or indirect damages, including without limitation loss of profit, revenue, business opportunity or business advantage, whether based upon a claim or action of tort contract, warranty, negligence, strict liability, breach of statutory duty, contribution, indemnity or other legal theory or cause of action, even if advised of the possibility of such damages.

## **Limit of Liability**

12.2. The Company agrees to use its best efforts to ensure that websites build pursuant to this Agreement comply with WCAG. The Company understands that some of the WCAG standards are ambiguous and open to interpretation. The Customer acknowledges that the Company cannot guarantee complete compliance with WCAG or that a third party might seek legal remedies against the Customer. In the event of legal action against the Customer or its related entities regarding the Services, the Company agrees to provide reasonably available documentation to assist the Customer to defend itself.

To the maximum extent permitted by applicable law, in no event will the total liability of the Company, its agents, representatives, and employees, arising out of this Agreement, exceed the net amount the Company has actually received as compensation from the Customer under this Agreement over the previous twelve (12) months. Furthermore, the Company shall only be liable for claims, costs, expenses or liabilities stemming from the Company's gross negligence or intentional misconduct.

To the maximum extent permitted by applicable law, the Company, its agents, representatives, and employees, shall not be liable for any indirect, special, incidental, consequential or punitive damages, including damages for lost profits or revenues, however caused and under any theory of liability, including but not limited to contract, strict liability, tort, statutory or otherwise, whether or not the Company was or should have been aware or advised of the possibility of such damage. The Customer agrees to defend, hold harmless and indemnify the Company from any and all claims or damages arising from this Agreement or the Customer's website or the Services. These limitations shall apply notwithstanding any failure of essential purpose or any limited remedy provided for hereunder.

## **Warranties**

13. Except for the warranties expressly set forth in this agreement, the Platform, including any accompanying manuals and other materials, and the Services, are provided by the Company "As Is", without warranty of any kind, including the implied warranties of merchantability, fitness for a particular purpose, title, or any warranty that the Platform will be error free or operate without interruption, or that the Platform will meet the Customer's requirements, and any warranties implied by law, by the course of dealing between the Parties, or otherwise, are hereby excluded to the fullest extent permitted by law.

## **Indemnification**

14. The Customer will indemnify and hold harmless the Company, its licensors, service providers, and their respective affiliates, managers, agents and employees, from and against all losses, costs, and expenses, including reasonable attorneys' fee, from third party claims arising from the Customer's operation of the Platform, except for claims arising from the wrongful acts or omissions of the Company.

## **Notice and Defense of Claims**

14.1. The Company will promptly notify the Customer of any claim for which it believes it is entitled to indemnification under the preceding paragraph. The Customer may, but shall not be required to, assume control of the defense and settlement of such claim provided that:

- (i) such defense and settlement shall be at the sole cost and expense of the Customer;
- (ii) the Customer shall be permitted to control the defense of the claim only if the Customer is financially capable of such defense and engages the services of a qualified attorney, each in the reasonable judgment of the Indemnified Party;
- (iii) the Customer shall not thereafter withdraw from control of such defense and settlement without giving reasonable advance notice to the Company;
- (iv) the Company shall be entitled to participate in, but not control, such defense and settlement at its own cost and expense;
- (v) before entering into any settlement of the claim, the Customer shall be required to obtain the prior written approval of the Company, which shall be not unreasonably withheld, if pursuant to or as a result of such settlement, injunctive or other equitable relief would be imposed against the Company; and
- (vi) the Customer will not enter into any settlement of any such claim without the prior written consent of the Company unless the Customer agrees to be liable for any amounts to be paid to the third party pursuant to such settlement and is financially able to do so.

## **Disputes**

15. The following procedure shall be followed in the event of a dispute arising from this Agreement:

- (a) One or more of the principals (chief executive officers) of the Parties shall speak directly concerning the dispute.
- (b) If the principals are unable to resolve the dispute, then within five (5) business days they shall exchange written summaries of their respective positions, containing such information and/or proposals as they may determine in their sole discretion, and thereafter meet or speak by telephone to attempt to resolve the dispute. Such summaries shall be deemed in the nature of settlement discussions and shall not be admissible in any further proceeding.
- (c) If the principals are still unable to resolve the dispute, they shall be required to participate in binding mediation conducted by a single neutral mediator chosen the parties.
- (d) If the principals elect not to participate in mediation or are unable to resolve the dispute in mediation, they may file a lawsuit as described in section 16.3.

## **Dispute Exceptions**

15.1. This Section shall not apply to:

- (i) more than one (1) dispute during any six (6) month period,
- (ii) actual or alleged violations of Section 14,

- (iii) situations in which the failure to immediately file a lawsuit would materially prejudice the interests of either Party, or
- (iv) any dispute following the inability of the Parties to resolve a previous dispute by following such procedures.

## **Mediation**

15.2. The Parties voluntarily agree to mediate. The parties understand that mediation may be terminated at any time by either Party or by the mediators.

The mediators have no authority to decide any case and are not acting as advocates or attorneys for any party. The Parties have a right to representation during mediation.

The confidentiality provisions of the Administrative Dispute Resolution Act ("ADR Act") apply to this mediation. The ADR Act focuses primarily on protecting private communications between parties and the mediator. Generally, parties' oral communications to the mediator during mediation are protected. The same is true for written communications parties prepare for mediation and give only to the mediator.

There are exceptions to the confidentiality provisions in the Act. For example, statements made with all the other parties present or documents provided to all parties are not confidential. Also, in unusual circumstances, a judge can order disclosure of information that would prevent a manifest injustice, help establish a violation of law, or prevent harm to public health and safety. Further, information concerning fraud and criminal activity or threats of imminent harm will not be considered confidential in this mediation.

Parties can agree to more confidentiality if they want. For example, parties can agree in writing to keep statements they make or documents they share with the other parties confidential. However, parties outside this Agreement may still have access to statements or documents as provided by law.

No Party shall be bound by anything said or done at the mediation, other than this Agreement to Mediate, unless a written settlement is reached and executed by all necessary parties.

## **Amendments**

16. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by both Parties. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

## **Notices**

17. Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given in writing with thirty (30) days notice. Notices shall be sent to the Parties at their respective addresses in the Schedule.

## **Governing Law**

18. This Agreement shall be governed by the internal laws of Nevada without giving effect to the principles of conflicts of laws. Each Party hereby consents to the personal jurisdiction of the Federal or State courts located in Clark County, Nevada, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each Party hereby agrees that any such court shall have personal jurisdiction over such Party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by State law.

## **Assignment**

19. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, a party may assign its interest in this Agreement to a person acquiring (by sale, merger, reorganization, or otherwise) substantially all of the transferor's assets or business, provided that:

- (i) the transferee agrees to assume and perform all obligations of the transferor for periods following the transfer,
- (ii) the transferor remains liable for all obligations prior to the transfer, and
- (iii) in the case of a transfer by the Customer, the transferee shall not be engaged in the business of developing, marketing, or supporting an electronic platform in competition with the Platform. The transferring party may charge a

reasonable fee for the review and processing of the information regarding the transfer.

## **Payment of Fees**

20. In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, provided that if a Party prevails only in part the court shall award fees and costs in accordance with the relative success of each Party.

## **Language Construction**

21. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any Party. The Parties acknowledge that each Party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

## **Force Majeure**

22. Neither Party shall be entitled to recover damages or terminate this Agreement by virtue of any delay or default in performance by the other Party (other than a delay or default in the payment of money) if such delay or default is caused by Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, pandemics and/or any other cause beyond the reasonable control of the party whose performance is affected; provided that the Party experiencing the difficulty shall give the other prompt written notice following the occurrence of the cause relied upon, explaining the cause and its effect in reasonable detail. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

## **Signature**

23. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

23.1. An original signature transmitted by facsimile or email shall be deemed to be original for purposes of this Agreement. This includes a digital signature, whereby a Party signs by typing their name as if it were their signature.

## **No Third Party Beneficiaries**

24. This Agreement is made for the sole benefit of the Parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the Parties or shall be considered to be third party beneficiaries of this Agreement in any way.

## **Binding Effect**

25. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each Party, and shall be binding upon the heirs, legal representatives, successors and assigns of each Party.

## **Titles and Captions**

26. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context.

## **Pronouns and Plurals**

27. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

## **Severability**

28. If any provision of this Agreement or the application thereof to any person or circumstance is deemed invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected and shall be enforced to the greatest extent permitted by law.



## **Days**

29. Unless specified, any period of days mandated under this Agreement shall be determined by reference to calendar days, not business days, except that any payments, notices, or other performance falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if paid, given, or performed on the next succeeding business day.

## **Independence**

30. The Parties are independent contractors with respect to each other and neither party shall be deemed an employee, agent, partner or legal representative of the other Party for any purpose, nor shall either Party have any authority to create any obligation on behalf of the other Party.

## **Entire Agreement**

31. This Agreement constitutes the entire agreement between the Company and the Customer and supersedes all prior agreements and understandings.

## **Currency**

32. All prices in this Agreement are in United States Dollars ("USD"). All transactions will be conducted in USD and the Customer is responsible for any currency exchange fees incurred in paying for the items under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Commencement Date.

**Signed for the Company:**

Date:

**Signed for the Customer:**

Date:

# Schedule

## Item 1: The Commencement Date

## Item 2: The Company

Email address:

## Item 3: The Customer

Email address:

## Item 4: The Term

Two (2) years, followed by successive renewal periods of one (1) year each

## Item 5: The Platform

Membership in an online platform containing a mix of pre-recorded and live training, paid at the rate of \$200/month.

## Item 6: Template Website

A website built based on the themes found on <https://weba11y.net/themes/> as updated from time to time.

The price paid will be \$750 for the website, up to a total of five (5) pages, plus \$50 per page for any additional page thereafter.

## Item 7: Custom Website

A website with a custom design, not including Template Websites or websites in the E-Commerce, Real Estate IDX, Directory space, or any websites requiring API integrations.

The price paid will be \$1500 for the website, up to a total of ten (10) pages, plus \$50 per page for any additional page thereafter.

## Item 8: Maintenance

Maintenance applies to the website built as either a Template Website or Custom Website. It includes website hosting, a Secure Sockets Layer (SSL) certificate, daily offsite website backups, weekly WordPress core, theme and plugin updates (if needed), a quarterly WCAG audit and up to one (1) hour of technical support, content edits or content additions per month.

The price paid will be \$100 per month, in advance, beginning thirty (30) days after commencement of the website build.

The price for any technical support, content edits or content additions above one (1) hour in any given month will be \$30 per hour.

## Item 9: The Company's Website

The website owned by the Company and found at [weba11y.net](http://weba11y.net)