

## **Rapport 24/7 Master Reseller Agreement**

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES AS AN AUTHORIZED RESELLER. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

BY CLICKING I AGREE ON OUR WEBSITE YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS MASTER RESELLER AGREEMENT AND CERTIFYING THAT YOU HAVE READ AND UNDERSTAND ITS TERMS. THEREFORE, PLEASE READ THIS ENTIRE AGREEMENT CLOSELY AS IT WILL BECOME A BINDING CONTRACT BETWEEN YOU AND US IF WE ACCEPT IT. WE DO RESERVE THE RIGHT TO DENY YOUR REQUEST TO BECOME A RESELLER UPON OUR REVIEW FOR ANY REASON. IF WE DO NOT ACCEPT YOUR REQUEST FOR ANY REASON WE WILL NOTIFY YOU BY EMAIL AND REFUND ANY AMOUNT YOU HAVE PAID TO US.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on March 18, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

This Reseller Agreement ("Agreement") is made on the date of execution by and between Rapport 24/7, hereinafter referred to as ("Company") and the Business Entity or Individual executing it, hereinafter referred to as

("Reseller").

WHEREAS, the Reseller hereby wishes to engage in Company's Reseller online program and Reseller wishes to provide certain online services to Company as provided in this Agreement.

THEREFORE IN CONSIDERATION THEREOF, all parties herein hereby agree to the terms and conditions set forth below.

1. Reseller Services and Monetary Incentives. Reseller Services are described as follows:

Reseller agrees that they have been granted the authorization to act on behalf of subscribers that they sign up for services provided by Us (hereinafter referred to as the "**Subscriber**") and that both the Reseller and Subscriber agree to the terms and conditions of the Rapport 24/7 Master Subscriber Agreement and the general Terms and Conditions of Rapport 24/7's website.

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**1. Monetary Incentives Upon Signup of Subscriber.** We agree to assess Reseller the agreed monthly subscription price less 30% for each Subscriber that Reseller successfully signs up for a 6 month subscription and Subscriber contracts with Reseller to provide continuing support to the Subscriber for our services.

Reseller agrees to setup successful credit card payment to Rapport 24/7 for the initial payment and authorization of recurring monthly credit card payments for the term of the subscription. These defined subscription credit card payment terms are binding between the Reseller and Rapport 24/7.

**2. Reseller must provide** us with a written agreement between You and a Subscriber(s) to be eligible for the monetary incentives defined in paragraph 1.

Furthermore, in order to remain eligible for these monetary incentives, You

must agree with the Subscriber(s) to manage its/their Rapport 24/7 subscriptions and actually actively manage its/their Rapport 24/7 subscription. The Company reserves the right to monitor Reseller's performance for the sole purpose of verifying Your continuing entitlement to this Commission, including but not limited to requesting records and documentation of your work for the Subscriber(s).

Upon the termination of the agreement between You and the Subscriber(s), for any reason, all related subscription monetary incentives extended to the Reseller shall cease.

**3. Liability for Work to Subscriber.** The agreement (s) between You and a Subscriber is solely between those two parties and Rapport 24/7 has no implied rights or obligations under such an agreement(s). You shall be solely liable for the performance of any work you agree to perform for the Subscriber(s). Subscriber(s) reserve the right to terminate Your relationship and We shall have no obligation to intervene or otherwise become involved in such a decision by a Subscriber(s) In the event, a Subscriber(s) seeks to hold Us liable for alleged action or inaction on Your part you will indemnify and hold Us harmless from any and all such claims including any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us in settlement of a claim against Us provided We promptly give You written notice of the claim against Us.

**4. Term.** This agreement shall commence on successful signup as a Reseller and shall continue until termination by either party or if the Reseller's agreement(s) with a Subscriber(s) terminate.

**5.** Company reserves the right to amend this agreement as needed from time to time and Reseller agrees that all such amendments will apply to Reseller.

**6.** Reseller agrees to pay a one-time processing fee of \$35 for the processing and initial set-up as an Reseller with Rapport 24/7.

## **7. CONFIDENTIALITY**

**7.1. Definition of Confidential Information.** "Confidential Information"

means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether oral or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such, legal counsel’s or accountant’s compliance with this Section 7.2.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to

contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 8. INDEMNIFICATION

8.1. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a Subscriber or by any third party as a result of Your action or inaction (a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us as a result of a Claim Against Us, provided We promptly give You written notice of the Claim Against Us.

## 9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY RAPPORT 24/7 TO YOU HEREUNDER IN THE 6 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY RAPPORT 24/7 TO YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 10. NOTICES, GOVERNING LAW AND JURISDICTION

10.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery,

(ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

10.2. Agreement to Governing Law and Jurisdiction. Each party agrees that this agreement shall be governed by the laws of the State of Florida without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of Hillsborough County, Florida.

## 11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement is the entire agreement between You and Us regarding Your status as an Reseller and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

11.2 Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). We may assign our rights or obligations hereunder, whether by operation of law or otherwise, by providing you with written notice of such assignment which may be sent to the email address[es] you have provided to Us. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.3. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.4. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver.

11.5. Severability. If any provision of this Agreement is held by a court of

competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.