

WebsiteDynamics Technology License Agreement

Subject to the terms of this Agreement, MeZine Inc. (MeZine), a British Columbia company located at 12043 – 1605, 555 W Hasting St Vancouver, BC, Canada V6B 4N4 hereby grants the Reseller Applicant _____, a company located at _____, the non-exclusive, non-transferable limited license to use and commercially exploit the WebsiteDynamics Technology for the Term of this agreement to operate the Custom Branded Website Builder which incorporates the WebsiteDynamics Technology. The parties agree that the Reseller Applicant above, hereinafter referred to as the W.D.T.R (WebsiteDynamics Technology Reseller), shall become an independent reseller of WebsiteDynamics website building and hosting technology on the terms and conditions set forth in this Technology License Agreement. W.D.T.R wishes to provide website services for its customers utilizing the WebsiteDynamics website technology.

1) Registration Agreement

W.D.T.R agrees to the terms of (1) WebsiteDynamics Privacy Policy (<http://www.resellerdynamics.com/host/pageWriter/privacy.htm>), (2) General eNom Policies (<http://www.enom.com/terms>), (3) Hemera Image Licensing Agreement (<http://www.resellerdynamics.com/host/pageWriter/hemera.htm>) and (4) DOBA Terms of Service (<http://www.doba.com/popup/site/terms.html>) are expressly incorporated in this Agreement. The four agreements referenced in this section are subject to modification as described therein. W.D.T.R agrees to require each of its customers to enter into these four agreements with MeZine prior to submitting a website request.

2) Wholesale Website Fee

The fee for new registrations and renewals of customer websites purchased through the Custom Branded Website Builder is ten (10) dollars US a month plus any applicable taxes that may be required. After one year, there is a \$50 monthly commission minimum to MeZine.

MeZine reserves the right to add additional tools to the Custom Branded Website Builder and either limit or charge an additional fee for their use.

3) Licensing Fee

Upon acceptance of this agreement W.D.T.R authorizes MeZine to charge the credit card provided by W.D.T.R with a non-refundable nine hundred ninety-nine dollar (999) US Licensing fee.

4) End Consumer Website Pricing

Without prior written approval from MeZine, W.D.T.R. will not resell websites for less than seventeen (17) dollars US a month and not more than fifty (50) dollars US a month. All hosting package add-on's requested by the customer will be deemed done at MeZine's cost and therefore any additional add-on charges will be retained by MeZine to cover this expense. Any applicable sales tax collected through the WebsiteDynamics billing system will be remitted to the proper tax agencies by MeZine on behalf of the W.D.T.R..

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5) Website Payment Processing

Mezine will manage the customer website billing through the WebsiteDynamics billing system. A credit card processing fee per customer website of 35 cents US and 2.95% will be charged each month per website sold. Any credit card charge-backs or refunds will be adjusted on the W.D.T.R payouts. If the Customer Branded Website Builder has over a 1% charge back rate, Mezine has the right to suspend signups of new websites, demand W.D.T.R change their home page message, website offer or marketing techniques, require W.D.T.R to pay an additional fee and maintain a non interest bearing holdback on account with Mezine and/or terminate our agreement with the W.D.T.R..

6) Interest and Attorneys' Fees.

Any unpaid amounts under this Agreement shall be subject to one and one-half percent (1.5%) per month service 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.

7) Term of Agreement, Termination and Survival

This agreement is effective for a period of one year from the date of execution. This agreement is automatically renewed an indefinite number of one-year terms unless cancelled at the option of either party. Either party upon at least thirty (30) days' written notice may terminate this Agreement. Mezine also retains the right to terminate this Agreement immediately if W.D.T.R fails to comply with any term or condition of this Agreement, W.D.T.R declares bankruptcy or becomes insolvent, or if Mezine, in its sole discretion, deems such termination necessary to resolve any moral or ethical actions of W.D.T.R. Upon termination or expiration points 2, 3, 6, 7, 8, 9, 11, 21, 22, and 23 will survive.

8) 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, or ICANN and shall not apply to information that is independently developed by the disclosing party or is publicly known. All public announcements shall be coordinated by Mezine and W.D.T.R grants permission to Mezine to display the name and brand of W.D.T.R in site promotion and company information.

9) Indemnification

W.D.T.R, at its own expense, will indemnify, defend and hold harmless Mezine and its employees, directors, officers, representatives, agents, and affiliates, any claim suit, action, or other proceeding brought against Mezine based on or arising from any claim or alleged claim (i) relating to any product or service of W.D.T.R; (ii) relation to W.D.T.R's website, hosting, domain name registration business, including, but not limited to, W.D.T.R's advertising, business practices, systems and other processes, fees charged, billing practices, and customer service; provided, however, that in any such case: (a) Mezine provides W.D.T.R with prompt notice of any such claim, and (b) upon W.D.T.R's written request, Mezine will provide to W.D.T.R all available information and assistance reasonably necessary for W.D.T.R to defend such claim, provided that W.D.T.R reimburses Mezine for its actual and reasonable costs. W.D.T.R shall not enter into

W.D.T.R. Initials: _____ Mezine Representative Initials: _____

any settlement or compromise of any such identifiable claim without MeZine's prior written consent, which consent shall not be unreasonably withheld. W.D.T.R 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 MeZine in connection with or arising from any such identifiable claim, suit, action or proceeding.

10) 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.

11) 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.

12) Custom Branded Website Builder

W.D.T.R will receive access to a Custom Branded Website Builder, which they will customize within the technology requirements. The setup of the website homepage requires the user to supply the homepage HTML and graphics. This homepage can be custom designed for W.D.T.R by the MeZine design team for a fee. The Custom Branded Website Builder will be built on an available domain of W.D.T.R's choosing and owned by MeZine. W.D.T.R may have the domain name transferred to them at the end of this agreement when all contractual provisions are complete and the last customer leaves the domain. MeZine will host the Custom Branded Website Builder. W.D.T.R represents and warrants that the material used on the Custom Branded Website Builder will not infringe upon, violate the intellectual property rights or moral rights of any person, or are morally objectionable in any form. W.D.T.R will be responsible and liable for all advertising and promotion of the Custom Branded Website Builder. W.D.T.R will receive ten (10) email accounts for their Custom Branded Website Builder. W.D.T.R may choose the names of the accounts and is aware some account names have been reserved by the WebsiteDynamics technology. W.D.T.R agrees to abide by the CAN-SPAM Act on email marketing and to market the Custom Branded Website Builder with clear and non-deceptive methods.

13) Product Trial and Return Policy

W.D.T.R agrees to provide all end users with a free trial period and a money back guarantee, which is built into the WebsiteDynamics technology.

14) Customer Support and Maintenance

MeZine will provide online support to the W.D.T.R customers and will communicate to them for maintenance, technology and other issues as WebsiteDynamics. MeZine will own and host the customer websites and content built through the Custom Branded Website Builder. W.D.T.R authorizes MeZine's support team to grant trial extensions, free time and refunds when the

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support team deems fit without compensation to W.D.T.R. W.D.T.R authorizes MeZine to send follow-up emails on W.D.T.R's behalf to any end user on trial to help facilitate a sale.

15) Reseller Support

MeZine will provide online support to W.D.T.R at no charge. Additional technical and design support may be offered to the W.D.T.R at \$50/hour.

16) Agent Reward

If W.D.T.R refers a new reseller directly via email or through their Custom Branded Website Builder, W.D.T.R will be entitled to a one time reward of three hundred fifty (350) dollars US. The referral must be made prior to any independent contact the new reseller makes to MeZine. To have a referral accepted, W.D.T.R must send a notification message via the resellerdynamics.com host manager (log into your resellerdynamics.com account and click on "Ask a Question to Support") indicating that they have talked with a potential reseller and, the potential reseller showed interest and requested contact with MeZine to investigate the opportunity. W.D.T.R will then receive confirmation by email if the lead is new, of quality and is accepted into the agent program to be followed-up on.

17) Modifications

MeZine reserves the right to modify, enhance, revise or otherwise change the WebsiteDynamics and website technology without notice or liability from W.D.T.R for such modifications.

18) Payments

MeZine will calculate monies owed to W.D.T.R monthly, and sent by check no later than 45 days after the end of the month collected.

19) Advertising

W.D.T.R is responsible and liable for all advertising of their Custom Branded Website Builder. W.D.T.R agrees to advertise within all local and federal regulations. In particular W.D.T.R agrees never to send unsolicited email (SPAM) and to not sell their service through misleading or deceptive means. MeZine, at their sole discretion, can stop the sale of websites and request copies of all marketing material to confirm the integrity of W.D.T.R's marketing.

20) Notice

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

21) Non Compete

During the term of this agreement W.D.T.R 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 WebsiteDynamics technology. W.D.T.R agrees not to directly solicit existing customers, resellers, affiliates, rebranders, partners or licensees using the

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WebsiteDynamics technology for a period of two (2) years. W.D.T.R 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 W.D.T.R will not engage in any activity harmful to MeZine, any of MeZine brands, partners, affiliates or through misleading or deceptive advertising. W.D.T.R shall not copy, reverse engineer, decompile or disassemble any MeZine or WebsiteDynamics technology.

22) Miscellaneous

Either party reserves the right to earn affiliate commissions either independently or jointly. The use of headings in this agreement is for convenience of reference only and shall not affect its interpretation. If a court in a jurisdiction finds a provision contained in this Agreement unenforceable the remaining provisions contained here shall not be affected or impaired. W.D.T.R will display the phrase "Powered By WebsiteDynamics.com" on the home page and registration page of the custom branded site with no less than an 8 point font. W.D.T.R agrees to keep the contact information complete and current that is maintained on the rebranded website manager.

23) Customer Data

MeZine and W.D.T.R. will jointly own the customer contact data 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.

24) Copyright Policy

It is the policy of MeZine.com Inc. to respect the intellectual property rights of others. MeZine reserves the right to terminate the accounts of W.D.T.R. who appear to infringe the intellectual property rights of others, and/or remove content that has prompted a complaint.

25) End User Compliance

All W.D.T.R. customers must explicitly agree to (1) WebsiteDynamics Privacy Policy, (2) General eNom Policies, (3) Hemera Image Licensing Agreement and (4) DOBA Terms of Service on the W.D.T.R. sign-up page (from W.D.T.R.'s homepage click on the "Sign-Up" page and continue sign up process until on the "Complete Signup" page). Customers may agree either on the W.D.T.R. sign-up page provided by MeZine or by any other means the W.D.T.R. uses to sign up new customers.

26) W.D.T.R. Web Builder Pages

In general, we do not screen or edit information posted on W.D.T.R.'s Web Builder Pages, but we reserve the right (but have no duty) to monitor, to remove any objectionable information, and to remove any web pages from our system at any time, without notice, at our sole discretion.

You agree to:

- follow all of your local, provincial/state, national and international laws and regulations.
- be responsible for all information, data, text, software, music, sound, photographs, images, graphics, video, messages or other material ("Content") that occur under your

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account or password, including any Content transmitted or broadcast through your account.

- comply with all applicable laws regarding the transmission of technical or other data exported from the country in which you reside.

You also agree that you will not:

- host or transmit any content that might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others.
- copy, broadcast, distribute, or otherwise use any content provided by others, in a manner that infringes the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others.
- interfere with or disrupt MeZine's site, services, computer systems, servers or networks, or violate the regulations or policies of such networks.
- transmit any content containing viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful programs.
- collect information about others without their consent.
- use your home page (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond our site.

27) Best Efforts

W.D.T.R. understands MeZine will make best efforts in providing the highest quality service. W.D.T.R expressly agrees that: ITS USE AND ANY USERS USE OF THE MEZINE SERVICE IS AT ITS OR THEIR OWN SOLE RISK. MEZINE SERVICES AND TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEZINE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; MEZINE MAKES NO REPRESENTATION OR WARRANTY THAT: THE MEZINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MEZINE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, MEZINE SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY W.D.T.R THROUGH THE MEZINE SERVICES WILL MEET ITS OR THEIR EXPECTATIONS, OR THAT ANY ERRORS IN MEZINE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITEDYNAMICS SERVICES IS DONE SO AT W.D.T.R'S AND USERS DISCRETION AND RISK AND THE W.D.T.R 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 W.D.T.R THROUGH OR FROM MEZINE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

28) Limitation of Liability

W.D.T.R EXPRESSLY UNDERSTANDS AND AGREES THAT MEZINE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, OR DATA, FAILURE, TO REALIZE EXPECTED SAVINGS, OR

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OTHER INTANGIBLE LOSSES (EVEN IF MEZINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), DIRECTLY OR INDIRECTLY RELATED TO MEZINE SERVICES, THIS AGREEMENT, THE WEBSITEDYNAMICS TECHNOLOGY OR THE CUSTOM BRANDED SITE. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY OF MEZINE HEREUNDER AT ANY TIME EXCEED \$2,500 OR THE AMOUNT OF FEES THAT THE W.D.T.R HAS PAID TO MEZINE IN THE 12 MONTH PERIOD PRECEDING SUCH INCIDENT, EVENT OR OCCURRENCE.

29) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. The parties hereby: (i) irrevocably submit to the exclusive jurisdiction of the courts of British Columbia in respect of the subject matter hereof, (ii) consent to service of process being effected upon the other party, by registered mail sent to the address set forth on page one above; (iii) agree not to seek, request claim or pursue trial by jury, and (iv) agree not to seek, request, claim or pursue any right, claim, or entitlement to any punitive or exemplary damages whatsoever. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in English by a single Arbitrator in and under the laws of the Province of British Columbia. The arbitrators will have no authority to award punitive or other damages and the prevailing party shall be entitled to an award of reasonable attorney fees. Within 30 days of receipt of any award, either party may notify the AAA of an intention to appeal to a tribunal of arbitrators that will be conducted in the same manner and location of the initial arbitration. The tribunal shall be able to adopt the initial award as it's own, modify the initial award or substitute it's own award for the initial award. The award of the appeal tribunal shall be final and binding and judgment may be entered into court for enforcement.

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W.D.T.R.

Mezine

Signed: _____

Signed: _____

Name: _____

Name: _____

Company: _____

Company: Mezine.com Inc.

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Non-Refundable Licensing Fee

Name on credit card: _____

Credit Card Number:
(Visa/MasterCard) _____

Expiry: _____ CVV: _____
(CVV = last 3 or 4 digits on back of credit card)

Please process the \$999 Licensing Fee on my credit card.

Signature authorizing credit card charge: _____

Domain for Web Builder: _____

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