# White Label Reseller
# *Partnership* Agreement

This Reseller Agreement (the "Agreement") is entered into by and between you ("Reseller") and AppInst Ltd ("Company"), to govern the respective rights and obligations of Company and Reseller with regard to the Reseller's usage and reselling of the Company's smartphone app design and creation product, business app builder CMS ("Product") via a hosted private label to reseller customers ("End Users").

This Agreement will effectively bind The Reseller upon its completion of the reseller application form ("RAF") by signing, or digitally signing the RAF and sending to *partners@appinstitute.com*

## Definitions

Capitalised terms used herein shall have the meaning set forth in the Agreement, unless defined differently in this clause or elsewhere in this Agreement.

"CMS" shall mean the white label app-building platform supplied by the Company under this Agreement.

"Package" shall mean the pricing plan selected by the Reseller – particulars of the Packages available are detailed in the Schedule 1 to this Agreement.

## 1. License to Resell

1.1. By completing the RAF, the Reseller applies for a limited, non-exclusive, non-transferable, revocable, license to market, resell, and distribute the Product in accordance with the terms of this Agreement.

1.2. The Product offers, but is not limited to, app design, creation and content management solutions with integrated hosting.

1.3. The Reseller may also offer End Users any additional services ("Value Added Services") as add-ons or in bundle together with the Product.

1.4. The Reseller may also resell custom app design services offered by the Company and not included with the product ("Custom Projects").

1.5. The Company may request additional information in order to make a decision for granting the license and may or may not grant the license at its sole discretion. The license shall be considered granted and effective as of the date of delivery by electronic mail of CMS ("License Effective Date").

## 2. Reseller Setup

2.1. For the purposes of resale, the Company shall provide the Reseller with the CMS which includes:

2.1.1. Sales and marketing materials

2.1.2. Access for the Reseller and End Users to all public features and designs of the product, fully branded with the Reseller's brand and available under Reseller's domain.

2.1.3. Reseller admin area with ability to manage End User accounts and service packages.

2.2. Subject to Package selection, the Company will deliver professional setup of the Reseller's website portal.

## 3. *Delivery Terms.*

The Company will deliver the Reseller setup to the Reseller within 7 business days from Reseller's payment of the first Reseller Fee (as defined below) provided always that the Reseller has provided to the Company all necessary information required for setting up the recurring payments.

## 4. *Amendment of Product Services.*

The Company may, at its sole discretion, add to, modify, or remove any of the Product features included in the private label setup of the Reseller provided such features do not (in the sole opinion of AppInstitute) constitute a material element or adversely affect the functionality of the Product.

## 5. *Payment and Billing*

### 5.1. *Reseller Fees*

Starting from the License Effective Date the Company shall commence charging the Reseller a monthly fee per submitted app on the Reseller's account ("Reseller Fee") (save in respect of the number of live app included in the Customers; Package) according to the current rates and minimum number of billable accounts listed in Schedule 1. All fees may be subject to change at the Company's sole discretion. If the Company makes any change to the fees, then Company shall, at least 60 (sixty) days prior to such change becoming effective, send the Reseller a notice by electronic mail that the such fees have been changed ("Pricing Notice").

### 5.2. *Payment Terms and Obligations*

The Company shall supply monthly invoices in respect of the Reseller Fee to the Reseller each month for the previous month. The Reseller Fee shall be calculated based on the different types of accounts at the time of preparation of invoice as specified at clause 5.1 above. The Reseller shall settle such invoices via the method(s) and within the terms specified therein.

5.3.   *Late Payment*

     5.3.1.   All overdue invoices will be subject to a late payment fee of 2% per month.

     **5**.3.2.   In the event that an invoice remains overdue for more than 15 calendar days, the Company shall have the right suspend access to the administrative functions (those that allow the Reseller to manage apps) for all apps on the Reseller's account. Access to the public view of such apps will   remain active.

     **5**.3.3.   In the event that an invoice remains overdue for more than 45 calendar days, the Company shall have the right to discontinue all apps under the Reseller's account, treat this Agreement as having terminated and offer all End Users the opportunity to migrate their apps to an alternative reseller.

5.2.   *End User Billing*

The Reseller is solely responsible for the provision billing support to each of the End Users procured by Reseller.   The Company shall have no responsibility for or liability in respect of billing End Users save where specifically agreed otherwise in writing.

## 6.   *Other Obligations of the Reseller*

6.1.   The Reseller shall use good faith and all reasonable efforts to promotes and distribute the Product.

6.2.   The Reseller shall provide the Company with complete and accurate contact information of Reseller and shall ensure that such information is updated and kept current at all times.

6.3.   The Reseller shall not use the Product in a manner that is, or has the potential to be consider, illegal, a legal or reputational risk to Company, generally objectionable in the internet community (including, without limitation the terms and conditions prescribed by third parties and partners of AppInstitute from time to time), or degrading to the quality, goodwill, reputation, or provision of the Product.

## 7.   *Support Terms*

7.1.   The Company shall regularly upgrade the CMS to latest versions of the Product software containing   new features and fixes at intervals defined at Company's sole discretion.

7.2.   All requests for technical support must be submitted to Company's email address: support@appinstitute.com with a sufficiently detailed description of the problem and the circumstances in which such problem arose. The Company shall attempt to process   all such requests in line with the service level agreement specified within the Reseller's Package. The Company shall not be responsible to provide free support on issues caused to the CMS or the apps residing on it resulting from integration of third-party tools or unauthorised changes to Product functions.

7.3.   Full terms and conditions relating to the provision by the Company of maintenance, hosting and support services are detailed within Schedule 2.

## 8. Intellectual Property Rights and End User Data

8.1. The Reseller acknowledges that the Product name, ownership rights, copyright, patents and all other intellectual property rights of whatever nature related to the Product shall remain vested solely in the Company. The Reseller shall not, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the Company's intellectual property rights. Both the Reseller and the Company shall at all times retain sole and exclusive right, title and ownership in and to all of its own intellectual property and other proprietary materials.

8.2. End Users shall remain at all times the customer of the Reseller unless the End User subscribes for the Product directly with the Company via www.appinstitute.com or otherwise approaches the Company without any solicitation from the Company. The Company shall not reveal the Reseller's status as such to End Users except with the explicit written agreement of the Reseller.

## 9. Warranty and Limitation of Liability

9.1. Except as expressly provided in this Agreement, the Company makes no warranty of any kind, either express or implied, regarding the quality, accuracy, or reliability of the Product. The Company provides the product on an "as is" basis and specifically, so far as is legally permissible, disclaims all warranties of merchantability and fitness for a particular purpose. The Reseller hereby acknowledges and agrees that it shall use and resell the Product at Reseller's sole risk.

9.2. The Company shall have no liability in respect of any loss arising directly or indirectly from the Resellers willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether verbal or in writing), misuse or alteration of the Product without Company's prior or approval. Any liability of the Company for direct or consequential loss or damage resulting from the Product delivered or the use thereof shall be excluded.

## 10. Term and Termination

10.1. This agreement is valid for 1 (one) month from the License Effective Date and will be considered automatically renewed each month thereafter unless a written notice (letter or electronic mail) requesting non-renewal ("Non-Renewal Notice") is submitted by either party not less than 30 calendar days prior to the next date of renewal.

10.2. Either party may terminate this Agreement under the following circumstances:

10.2.1. Upon serving a Non-Renewal Notice in accordance with clause 10.1, in which case the Agreement will terminate on the day prior to the next date of renewal; or

10.2.2. Where a party breaches this Agreement and such breach is not remedied to the reasonable satisfaction of the non-breaching party within 30 calendar days of the breaching party receiving from the non-breaching party, a notice to remedy such breach.

**10**.3. The Company may terminate this agreement immediately and without notice if:

    **10**.3.1. the Reseller fails to satisfy payment of any invoice resulting in the invoice becoming overdue for payment for more than 45 calendar days in accordance with clause 5.5;

    10.3.2. the Reseller fails to comply with its obligations contained within clause 6.3 above.

10.4. Upon expiration or termination of this Agreement:

    10.4.1. the Reseller shall immediately cease all activities related in any way to this Agreement, including, but not limited to, the marketing, selling or distribution of the Product; and

    10.4.2. All End Users that have signed up through the Reseller will be offered to migrate to Company's official Product installation via [www.appinstitute.com](http://www.appinstitute.com).

## 11. Miscellaneous

11.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement

11.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

# SCHEDULE 1 – FEES, REVENUE and PACKAGES

The partnership program is offered in three Packages, as detailed below, which relate to anticipated or actual volume of apps being produced. Fees and revenue are calculated based on the chosen Package.

Packages and their related fees and inclusions may be changed from time to time by the Company. The Reseller may elect to switch Package at any time by giving 30 days' notice in writing (including by electronic mail) to the Company.

There is no lock-in period for the White Label Program, the Reseller may cancel at any time in accordance with the termination provisions of this Agreement. In the event of termination any apps sold by the Reseller will still continue to function, but the client will need to access the CMS via the AppInstitute website in order to retain functionality.

## White Label Program Packages

| | SILVER<br>£100 month | GOLD ⭐<br>£450 month | PLATINUM<br>£750 month |
|---|---|---|---|
| Demo Apps<br>(Self Build) | 100 | Unlimited | Unlimited |
| Live Apps*<br>(Apple & GooglePlay Stores) | 5 | 30 | 75 |
| Additional Apps | £15 p/m | £10 p/m | £7.50 p/m |
| Tech Support**<br>(Phone / Email / Skype Chat) | Within 24hrs | Within 5hrs | Within 2hrs |
| In-house Training | 1 day | 3 day | 5 days |
| Sales & Marketing Collateral | ✓ | ✓ | ✓ |
| White Label Sales Website | x | ✓ | ✓ |
| White Label CMS | ✓ | ✓ | ✓ |
| White Label CRM App | ✓ | ✓ | ✓ |
| Premium App Build Service*** | £249 | £199 | £149 |
| Logo Creation | x | x | ✓ |
| Domain Registration | x | x | ✓ |
| Developer Licenses<br>(Google & 1st year with Apple) | x | x | ✓ |

**\*Live Apps** - Each live App includes access to the CRM & Push Notification module where users can view analytics, respond to App Actions (orders, sales, form completions, bookings) history for each customers and send unlimited Push Messages to App users.

**\*\*Tech Support** - Based on standard working hours of 8:30am to 6pm GMT, Monday to Friday.

**\*\*\*Premium App Build Service** - Take advantage of our discounted in-house App build services. If you don't have the time to take on extra projects or would rather focus on sales, we'll be happy to build and submit your App projects for you.

# SCHEDULE 2 – MAINTENANCE, HOSTING and SUPPORT TERMS and CONDITIONS

## 1.  Interpretation

Capitalised terms used herein shall have the meaning set forth in this Schedule, unless defined differently in this Paragraph or elsewhere in this Agreement.

**"Act of Insolvency"** shall mean:
   a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Partner;
   b) the making of an application for an administration order or the making of an administration order in relation to the Partner;
   c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Partner;
   d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Partner;
   e) the commencement of a voluntary winding-up in respect of the Partner;
   f) the making of a petition for a winding-up order or a winding-up order in respect of the Partner;
   g) the striking-off of the Partner from the Register of Companies or the making of an application for the Partner to be struck-off;
   h) the Partner otherwise ceasing to exist; or
   i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Partner.

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

"*Error*" shall mean any verifiable and reproducible failure of the System to operate in accordance with the Functional Specifications under conditions of normal use. Not-withstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the System with any other software or programming languages or in an environment or on hardware other than the Designated Hardware, (ii) Modifications to the System not made or approved by the Company.

"*Error Correction*" shall mean either (i) an Update, or (ii) a Single Error Correction.

"*Fatal Errors*" shall mean Errors totally blocking the functionality of the System, as a result of which the System substantially unusable.

"*Holidays*" shall mean every official and/or national holiday in the country where the Company is located.

"*Hosting*" store (a website or other data) on a server or other computer so that it can be accessed over the Internet.

"*System*" shall mean the components on which the Company offers the Maintenance Services.

"*Maintenance Services*" shall mean the services specified in paragraph 4.
"*Hosting Services*" shall mean the services specified in paragraph 5.

"*Major Errors*" shall mean Errors, which materially disable or materially and adversely affect part of the functionality of the System.

"*Minor Errors*" shall mean any Errors other than Fatal Errors and Major Errors.

"*Modifications*" shall mean any and all changes, including without limitation additions to or deletions from the System, modifications, reconfigurations, alterations, improvements,

translations, transformations, derivative works, and/or enhancements of the System.

"*Services*" shall mean the Maintenance Services and the Support Services.

"*Specifications*" shall mean the specifications of the System as described in the proposal.

"*Starting Date*" shall mean the date of both parties having signed this Maintenance, Hosting and Support Agreement.

"*Support Request*" shall mean a request for Support.

"*Update*" shall mean an improved version of the System or any part thereof, having the same Specifications – and not incremental additional capabilities or functionality – as the immediately preceding version of the System.

"*Upgrade*" shall mean a version of the System or any part thereof having incremental additional capabilities or functionality as compared to the immediately preceding version of the System.

"*Working Day*" shall mean Monday to Friday, excluding public holidays.

"*Working Hours*" shall mean the hours within each Working Day.

## 2. Scope

### 2.1. Provision of Services

Subject to the Partner's payment of the Maintenance, Hosting and Support Fee, Company shall use reasonable commercial efforts to provide the Partner, during the Duration with the Maintenance Services as regards the System, in accordance with the terms and conditions of this Agreement, it being understood that the Company shall only provide its services hereunder in respect of the current product release.

### 2.2. Exclusions

Company will not be required to provide any Support Services to the Partner in circumstances where the System has been modified or altered or are used otherwise than specified by Company in the Specifications, for any hardware or software not supplied by Company (or any failures or delays related thereto), nor for Errors resulting from any breach of this Agreement. No hardware related items are handled by Company, unless as explicitly otherwise agreed in writing between the parties. This Agreement shall in no way be construed or interpreted as an obligation for the Company to provide any Upgrades.

## 3. Support Services

### 3.1. Support

During Working Hours the Company shall make available support via telephone and email. This point of contact shall offer the Partner a point of entry for request with respect to: (i) Errors in the System; (ii) registration, identification and verification of such Errors; (iii) provision of assistance in remedying such Errors; and/or (iv) clarification of documentation and Information Requests.

### 3.2.   Placing Calls

All Support and Information Requests will be dealt with during Working Hours and must be placed by telephone or e-mail to:

*Email address:*        support@appinstitute.com

*Telephone number:*    +44 (0)800 160 1602

### 3.3.   Requests for clarification of documentation and Information Requests

The Company shall use commercially reasonable efforts to address all requests for clarification of documentation and Information Requests on a basis mutually agreed by the parties.

### 3.4.   Support Requests not related to Errors in the System

The Company shall forthwith inform Partner if the Error, for which Support Request was placed, does not relate to the System.

### 3.5.   Support Requests related to Errors in the System

If the Error, for which the Support Request was placed, does (in the sole discretion of the Company) relate to the System, the Company shall: (i) classify such Error as Fatal Error, Major Error, or Minor Error and (ii) provide Partner with subsequent follow up in accordance with the service levels detailed in the Annex to this Schedule.

### 3.6.   Communications to Partner

These communications may be provided by telephone, e-mail, or any other means reasonably deemed appropriate.

## 4.  Maintenance Services

For the Duration, the Company shall use commercially reasonable efforts to provide the Partner with Updates and Error Corrections such Errors as have been reported and allocate sufficient, adequately trained staff in connection therewith. Such Updates and Error Corrections may be provided by: email, verbal instructions or any other means mutually agreed upon. Any verbal instructions will be subsequently confirmed in writing. All Updates and Error Corrections provided to Partner shall be subject to the terms and conditions of this Agreement, unless and to the extent explicitly specified otherwise in writing by the Company.

## 5.  Hosting Services

### 5.1.   Hardware

The hosting servers are multiprocessor 64bit Intel systems with layer of Xen virtualisation assigning 8 cores, 16GB of RAM, running the LAMP stack on CentOS configured to automatically download and install the latest security patches. The servers are fault tolerant and have redundant power supplies. The servers are located on the GoGrid Cloud Platform. GoGrid provides a self-healing Firewall Service using a state-of-the-art distributed architecture.

### 5.2. Uptime

The Hosting Service will be available 99.9% of the time in any given monthly billing period, excluding Scheduled Maintenance and any downtime of third party providers.

### 5.3. Data backup & storage media handling

The Hosting Service is backed up incrementally each day, with a full back up being performed weekly.

### 5.4. Monitoring Protocols

24x7x365 Monitoring and proactive notifications to the Company's Network and Development team

- TCP Port Scanning
- Ping
- HTTP GET

### 5.5 SSL

128-bit SSL encryption

## 6. Further Obligations of Partner

### 6.1. Self Examination

Prior to placing any request reporting an Error, the Partner shall examine whether such Error is reproducible, whether such Error relates to any System components and, if so, whether such Error may be (partially) related to any third party owned software components within the System.

### 6.2. Providing Supporting Information

All requests reporting an Error must be accompanied by adequate supporting information, so to the Company's reasonable satisfaction. As a minimum this information shall comprise: (i) a detailed description of the Error; (ii) the circumstances under which the Error occurred; and (iii) sufficient additional information in order to enable AppInstitute to reproduce, classify and correct the Error.

### 6.3. Installation

The Company shall have the sole discretion whether or not to install any Error Corrections provided hereunder.

## 7. Intellectual Property Rights

The installation of any Error Corrections provided by the Company pursuant to these terms shall be undertaken at the sole discretion of the the Company. If any Error Corrections are required which are not covered by these terms, such Error Corrections will be chargeable to the Partner at a fee to be agreed with the Company.
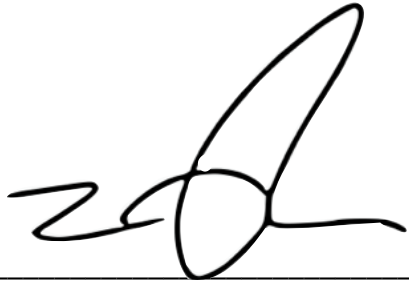
## 8. Fees

8.1.    All Maintenance, Hosting and Supporting Fees are covered in the charges incurred in White Label Partner Agreement.

8.2.    Partners with accounts in default agree to pay the Company reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by the Company in enforcing these Terms and Conditions.

## 9. Privacy

9.1.    The parties hereby acknowledge that while providing the Maintenance, Hosting and Support Services, the Company has access to certain server computers of the Partner on which "Personal Data" is stored. Personal Data means any information in any form relating to an identified or identifiable individual. The Company will process such Personal Data only to the extent necessary to fulfil its obligations under this Agreement. The Partner hereby represents and warrants that in accordance with all the applicable laws and regulations, it has the right and authority to allow the Company to process such Personal Data as described in this Agreement.

9.2.    The above authorisation serves as a consent granted by the Partner to the Company to have access to the IT system of the Partner. The Partner shall inform the Company immediately in the event that the Partner becomes unauthorised to grant such consent, in which case the Company and the Partner will engage in good faith discussions to define how the Company can continue to provide Maintenance, Hosting and Support Services.

# ANNEX - Error Classifications and Target Responses and Repair Times

| Error Classification | Target Response & Repair Times |
|---|---|
| Fatal Error : Progress will be reported on a daily basis until the Error Correction is provided. | The Company will respond to the support request within two (2) hours during opening hours. To take measures needed to provide an acceptable solution (workaround or Error Correction) as soon as reasonably possible. |
| Major Error : Progress will be reported on a weekly basis until the Error Correction is provided. | The Company will respond to the support request within four (4) hours during helpdesk opening hours. To reasonably provide an acceptable solution (workaround or Error Correction) within eight (10) Working Days after analysis. |
| Minor Error : Progress will be reported on a monthly basis and an Error Correction will be provided at the Company's discretion. | The Company will respond to the support request within two (2) working days. To provide Error Correction in next release. |

*Signature:* _____

*Name: Ian Naylor*

Duly authorised for and on behalf of The AppInstitute Ltd

*Signature:* _____

*Name:* _____

Duly authorised for and on behalf of the Reseller

| CUSTOMER CREDIT CARD HOLDER INFORMATION | | | |
|---|---|---|---|
| NAME ON CREDIT CARD : | | | |
| TYPE OF CREDIT CARD : | VISA | MASTERCARD | OTHER |
| TYPE OF ACCOUNT : | | PERSONAL | BUSINESS |
| COMPANY NAME : | | | |

| CARD NUMBER : | | |
|---|---|---|
| CCV : | EXPIRATION DATE : | |
| BILLING ADDRESS : | | |
| CITY : | COUNTY : | POSTCODE : |
| PHONE : | EMAIL : | |

| AUTHORISATION | | | |
|---|---|---|---|
| AUTHORISED MONTHLY RECURRING AMOUNT : | PARTNER TIER : | | |
| | SILVER | GOLD | PLATINUM |
| £ | CLIENT INITIALS : | | |
| DATE OF CHARGES : <br><br> Monthly fees start the day of agreement acceptance, then monthly thereafter until cancelled. | | | |

| PURPOSE OF AUTHORISATION AND CARD USE |
|---|
| To complete your order and begin setup of your White Label, please complete the agreement and credit card authorisation and email back to partners@appinstitute.com <br><br> - I certify that I am the authorised holder and signer of the credit card referenced above. <br> - I certify that all information above is complete and accurate. <br> - I hereby authorise collection of payment for all charges as indicated above. <br><br> If you have any questions, please email partners@appinstitute.com |

# CREDIT CARD AUTHORISATION

SIGNATURE: _____

CARD HOLDER NAME : _____