

## SITEWIT MARKETING PARTNER AGREEMENT

This Marketing Partner Agreement ("**Agreement**") is entered into by you on behalf of the party named above (the "**Marketing Partner**") and **SITEWIT CORP.**, a Florida corporation with principal offices located at 5201 W. Kennedy Blvd, Tampa, Florida 33609 ("**SiteWit**"). This Agreement is effective as of the date Marketing Partner clicks the 'I Accept' button (the "**Effective Date**"). If you are accepting and agreeing to this Agreement on behalf of Marketing Partner, you represent and warrant that: a) you have full legal authority to bind Marketing Partner, or the applicable entity, to these terms and conditions; b) you have read and understand this Agreement; and c) you agree, on behalf of Marketing Partner, to this Agreement. If you do not agree to any of the following terms, or do not have the legal authority to bind Marketing Partner, please do not click the 'I Accept' button. This Agreement governs Marketing Partner's access to SiteWit's services. You should print or otherwise save a copy of this Agreement for your records.

### SECTION 1. DEFINITIONS

1.1 **Definitions.** In this Agreement, unless the context clearly requires otherwise, the following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Agreement:

"**Affiliate**" means an entity directly or indirectly controlling or controlled by or under direct or indirect common control with a party to this agreement. For purposes of the preceding sentence, "control" when used with respect to an entity means the power to direct management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise.

"**Customer**" means any person to whom Marketing Partner markets the Services for use by the Customer and its Users solely in connection with the Customer's business.

"**Services**" means the online advertising campaign management services provided by SiteWit from time to time through SiteWit's proprietary advertising campaign management platform.

"**Fees**" means the fees charged by SiteWit for the Services exclusive of any marketing spend incurred through the use of third-party marketing platforms.

"**Marketing Spend**" means the marketing spend used by Customers to purchase advertising on third-party marketing platforms not directly controlled by SiteWit, such as search engines, social networks, and display advertising exchanges.

"**User**" means an individual employee or representative of a Customer who uses the Services.

"**Territory**" means the entire world.

## SECTION 2. GRANT OF RIGHTS

2.1 **Grant.** Subject to the terms and conditions of this Agreement, SiteWit hereby grants to Marketing Partner and its Affiliates a limited, restricted, non-exclusive, non-transferable, revocable license, during the Term to market the Services in the Territory and to refer potential new Customers in the Territory (each, a “**Prospect**”) to SiteWit. However, the term “Prospect” does not include (i) SiteWit’s existing Customers as evidenced by SiteWit’s written records, and (ii) persons who have been contacted by SiteWit independent of the Marketing Partner’s referral as evidenced by SiteWit’s written records.

2.2 **Compliance by Affiliates.** Marketing Partner shall ensure its Affiliates comply with the terms of this Agreement. Marketing Partner shall be jointly and severally liable with its Affiliate for any breach by the Affiliate of this Agreement. However, no Affiliate of Marketing Partner may directly enforce any provision of this Agreement, and no such Affiliate shall be deemed to be a third-party beneficiary of this Agreement.

2.3 **Reservation.** Notwithstanding any other provision of this Agreement, nothing in this Agreement in any way limits, impairs or restricts SiteWit’s right and ability, and SiteWit reserves the right and ability from time to time in its absolute discretion, to directly or indirectly market, distribute, demonstrate, sell, resell, license, maintain and support and otherwise commercially exploit the Services or any other software-based products or services on a worldwide or territorial basis, including in the Territory and through other channels, Marketing Partners, referral sources and distributors.

2.4 **Restrictions.** Marketing Partner may not, and Marketing Partner shall use diligent efforts to ensure that no Customer or User shall: (a) use the Services other than solely for Customer’s business purposes; (b) copy, reproduce, modify, translate, transmit, reverse engineer, disassemble or decompile or otherwise attempt to derive the source code of any Services; (c) license, sublicense, sell, resell, lease, loan, transfer, assign, distribute, rent or otherwise make available the Services to or for the benefit of any person other than Customers and Users pursuant to the terms and conditions of this Agreement; (d) modify or create derivative works based upon any Customer service; (e) remove, alter, obscure, destroy or attempt to circumvent any trademarks, notices, proprietary codes, means of identification, digital rights management information, or terms and conditions agreements on, in or in relation to the Services; (f) use access to the Services and/or SiteWit’s Confidential Information for purposes of creating competing products and/or services; or (g) advertise, market, promote, sell or resell the Services outside of the Territory.

2.5 **Marketing and Branding Requirements.** Marketing Partner shall at all times market and represent the Services as being solely a SiteWit & Marketing Partner Co-Branded service and shall use only such marketing and promotional materials as are approved or furnished by SiteWit in writing. Marketing Partner shall also comply with any reasonable trademark usage guidelines that SiteWit may issue from time to time. In addition (but subject to the foregoing SiteWit approval requirements), Marketing Partner agrees to promote the SiteWit service to its customers using the following methods:

- a) Website content prominently featuring SiteWit
- b) Email announcements promoting SiteWit
- c) Blog posts promoting SiteWit
- d) Participation in joint press releases.
- e) Allowing SiteWit to use Marketing Partner’s logo
- f) Control panel integration using the cPanel Plugin or API’s provided by SiteWit that allow for automated account provisioning, and revenue share tracking.

- g) Provisioning of SiteWit CMS plugins like WordPress, Magento and others with all new CMS installations by Marketing Partner

### **SECTION 3. REFERRAL OF PROSPECTS AND SERVICES AGREEMENTS**

**3.1 Referral of Customers.** Under this Agreement, Marketing Partner will refer Prospects to SiteWit through any online process or other referral process established by SiteWit and made available by SiteWit to Marketing Partner from time to time. Upon any such referral, SiteWit will subsequently enroll and assign login credentials to receive the Services to all Prospects who are selected by SiteWit to become Customers. SiteWit reserves the right, in its sole discretion, to decline or discontinue provision of Services to any Prospect or Customer(s) at any time and for any reason, and in addition, SiteWit may immediately suspend, without notice, access to the Services of any Customer and/or User who (i) is in violation of the Services Agreement (as defined below); (ii) poses a threat to the security or operation of the Services and/or SiteWit's systems; or (iii) uses the Services for an illegal or improper purpose or exposes SiteWit to potential damages.

**3.2 Customer Services Agreement.** All Customers and Users will be required to enter into SiteWit's standard end-user license agreement in effect at the time of registration or use, which will be in the form of a click-through agreement administered by SiteWit (the "**Services Agreement**").

### **SECTION 4. SUPPORT AND TRAINING**

**4.1 Technical Support.** Marketing Partner shall provide the first tier support. SiteWit shall provide the second tier technical support to Customers and/or Users that SiteWit generally makes available from time to time to all Customers and/or Users under SiteWit's then-current terms of service. SiteWit may call or email Customers to provide support and offer upgrades to the Service.

**4.2 Customer and User Training.** SiteWit shall provide the Marketing Partner with the product knowledge training and normal Customer and/or User training that SiteWit generally makes available from time to time to all Customers and/or Users under SiteWit's then-current practices.

### **SECTION 5. FEES AND PAYMENT**

**5.1 Fees for the Services.** All Fees and all amounts included in a Customer's Marketing Spend will be charged by SiteWit directly to Customers of the Services and collected by SiteWit under the circumstances described in Schedule A. The amount of the Fees to be charged will be determined in accordance with SiteWit's then-applicable fee schedule. Except for the Fees or Marketing Spend collected in accordance with the foregoing sentences and Schedule A, neither party to this Agreement shall charge, invoice, or collect any fees or charges from Customers and/or Users of the Services.

**5.2 Revenue Share.** In consideration of Marketing Partner making referrals of Prospects to SiteWit, Marketing Partner will earn a revenue share of the Fees described on Schedule A hereto upon the terms and conditions set forth on Schedule A (the "**Revenue Share Payment**").

5.3 **No Other Payments.** Except as expressly set forth in this Agreement, each party will bear all costs and expenses incurred in performing its obligations and exercising its rights under this Agreement, including without limitation expenses related to marketing of the Services, and Marketing Partner is not entitled to receive any other fees, commissions or other remuneration for the performance of Marketing Partner's obligations under this Agreement other than the Revenue Share Payment.

## **SECTION 6. OBLIGATIONS OF PARTIES**

6.1 **Security and Passwords; API Keys.** Access to and use of certain of the Services requires use of a user name and password. User names and passwords may not be shared with other persons. Marketing Partner will use all reasonable efforts to prevent the misuse of user names, passwords, and API keys issued to Marketing Partner, Customers, Users and their respective employees and representatives. Marketing Partner must immediately notify SiteWit if Marketing Partner discovers or suspects any unauthorized use of the Services, or if Marketing Partner knows or suspects that any of the user names, passwords, or API keys have been lost or stolen or become known to any unauthorized person. If SiteWit, in its absolute discretion, considers an API key to be insecure or to have been used inappropriately, then SiteWit may immediately cancel the API key and shall provide prompt written notice to Marketing Partner. Such notice may be in paper or electronic format.

6.2 **Compliance with Laws.** Each party will at all times comply with all applicable laws and regulations relating to its performance of this Agreement.

6.3 **Errors.** Marketing Partner will promptly give notice to SiteWit of all suspected errors, bugs or other problems associated with Services of which Marketing Partner becomes aware.

6.4 **Marketing Partner Costs and Expenses.** Marketing Partner is solely responsible for any and all costs and expenses (including all travel and other expenses incurred by its employees, representatives and agents) incurred directly or indirectly by Marketing Partner or any other person arising from, connected with, or relating to Marketing Partner's performance of its obligations under this Agreement.

## **SECTION 7. REPRESENTATIONS, LIMITED WARRANTY AND DISCLAIMER**

7.1 **Mutual Representations and Warranties.** Each party represents and warrants that it has all requisite power, authority and approvals to enter into, execute and deliver this Agreement (the foregoing, however, shall not be construed as a warranty of non-infringement).

7.2 **No Representations to Customers.** Marketing Partner will not make any representations, warranties, conditions, promises or claims about the Services or the use thereof to Customers, Users, or any person except those expressly authorized by SiteWit in writing. For the avoidance of doubt, the Customers and Users are not third party beneficiaries of this Agreement. All warranties provided by SiteWit are for the exclusive benefit of Marketing Partner and are non-transferable.

**7.3 NO OTHER WARRANTIES.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE APPLICABLE SERVICES AGREEMENT WITH EACH CUSTOMER, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY, CAPACITY, COMPLETENESS, DELAYS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS OR INTERRUPTED SERVICE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, RESULTS, QUALITY, TIMELINESS, TITLE OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SITEWIT TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SITEWIT DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET THE NEEDS OF MARKETING PARTNER, ANY CUSTOMER OR USER OR BE FREE FROM ERRORS OR THAT SERVICES WILL BE UNINTERRUPTED.

## **SECTION 8. EXCLUSION AND LIMITATION OF LIABILITY**

**8.1 EXCLUSION OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR EITHER PARTY’S BREACH OF SECTION 9 (CONFIDENTIALITY), OR FOR MARKETING PARTNER’S BREACH OF SECTION 2.4 (RESTRICTIONS), SECTION 2.5 (MARKETING AND BRANDING LIMITATIONS) OR SECTION 7.2 (NO REPRESENTATIONS TO CUSTOMERS), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE SERVICES OR THE MARKETING OR USE OF THE SERVICES (INCLUDING THE UNAVAILABILITY, SUSPENSION OR TERMINATION OF ALL OR ANY OF THE SERVICES), OR THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOST PROFITS, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BEING INCURRED.

8.2 **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY), OR FOR MARKETING PARTNER'S BREACH OF SECTION 2.4 (RESTRICTIONS), SECTION 2.5 (MARKETING AND BRANDING LIMITATIONS) OR SECTION 7.2 (NO REPRESENTATIONS TO CUSTOMERS), UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY IN CONNECTION WITH CLAIMS ARISING UNDER OR PERTAINING TO THIS AGREEMENT AND/OR THE SERVICES EXCEED THE TOTAL AMOUNT OF REVENUE SHARING PAYMENTS PAID OR PAYABLE TO SITEWIT UNDER THIS AGREEMENT IN THE PRECEDING THREE (3) MONTHS UP TO THE DATE ON WHICH THE LIABILITY AROSE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 8 SHALL NOT APPLY TO ANY INFRINGEMENT BY MARKETING PARTNER OF SITEWIT'S INTELLECTUAL PROPERTY RIGHTS.

## SECTION 9. CONFIDENTIALITY

9.1 **Definition.** "Confidential Information" means all nonpublic information, in any form and on any medium, whether or not designated by a party (the "**Disclosing Party**") as confidential and disclosed by such party to the other party (the "**Receiving Party**") under this Agreement, regardless of the form of disclosure, and includes without limitation and without the need to designate as confidential SiteWit's computer software, technologies, the provisions of this Agreement (including without limitation Section 5.2 and Schedule A), and related documents and information (which is SiteWit's Confidential Information); BUT DOES NOT INCLUDE any information to the extent, but only to the extent, that such information becomes or is: (a) already known to or in the possession of the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement or any agreement with such third party; (c) publicly available through no wrongful act of the Receiving Party; or (d) independently developed by the Receiving Party without reference to any Confidential Information, as evidenced by the ordinary business records of the Receiving Party. The identity of Customers and potential Customers referred under this Agreement shall constitute the Confidential Information of SiteWit.

9.2 **Duty to Protect.** The Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the Term and only as necessary to perform the Receiving Party's obligations under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's or its Affiliates' directors, officers, employees, representatives, and subcontractors, on a "need to know basis" and only to the extent that such disclosure is necessary to perform the Receiving Party's obligations under this Agreement; and (c) both during and for a period of three (3) years after the Term (except such period shall be perpetual with respect to trade secrets of a party for so long the information is a trade secret) maintain the strict confidentiality of the Disclosing Party's Confidential Information using the same degree of care as the Receiving Party affords to its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information.

9.3 **Permitted Disclosures.** Notwithstanding any other provision of this Agreement, including the restrictions set forth in Section 9.2 (Duty to Protect), the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by a valid order of a court, tribunal or governmental authority of competent jurisdiction and authority or by applicable law, provided that, to the extent permitted by the process, before making any such disclosure the Receiving Party gives reasonable notice to the Disclosing Party of the potential disclosure and reasonably assists the Disclosing Party in seeking a protective order preventing or limiting the potential disclosure or use of the Confidential Information.

9.4 **Return or Destruction of Confidential Information.** Upon the expiration or termination of this Agreement or at any time upon request by the Disclosing Party, the Receiving Party will promptly: (a) deliver to the Disclosing Party all originals and copies of the Disclosing Party's Confidential Information and all documents, records, data and materials containing the Disclosing Party's Confidential Information in the Receiving Party's possession, power or control; or (b) use commercially reasonable efforts to delete all the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and if requested by the Disclosing Party the Receiving Party will deliver to the Disclosing Party a declaration signed by a senior officer of the Receiving Party certifying that the Receiving Party has complied with this Section 9.4.

## **SECTION 10. PROPRIETARY RIGHTS**

As between the parties, SiteWit owns and retains all right, title and interest (including without limitation all copyrights patents, moral rights, trademark rights, and other intellectual property and industrial property rights) in, to and associated with the Services and all software and technology used to provide the Services and related documents and information and all derivative works based on the foregoing, including, but not limited to, modifications or derivative works created at the request of Marketing Partner, a Customer, or a User. This is not a work made-for-hire agreement. Except for the limited license granted in this Agreement, Customers and Users will not acquire any right, title or interest in or to any software or technology provided by SiteWit for use by Marketing Partner, Customers and Users as part of the Services. Marketing Partner, Customers, and Users may provide suggestions, comments or other feedback to SiteWit with respect to its products and services. Feedback is voluntary and SiteWit is not required to hold it in confidence. SiteWit may use feedback for any purpose without obligation of any kind.

## **SECTION 11. TERM, TERMINATION AND SUSPENSION**

11.1 **Term.** The initial term of this Agreement (the "**Initial Term**") will be for the period of one (1) year commencing on the Effective Date of this Agreement, unless terminated earlier by either party pursuant to this Agreement. This Agreement will automatically renew for additional one-year periods (each, a "**Renewal Term**"), unless terminated earlier by either party pursuant to this Agreement or unless either party gives notice of non-renewal to the other party by no later than ninety (90) days before the end of the Initial Term or any Renewal Term. For purposes of this Agreement, the Initial Term and the Renewal Term are referred to collectively as the "**Term**."

11.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately for convenience upon delivery of notice of termination to the other party with thirty (30) days written notice .

**11.3 Effect of Expiration or Termination.** Immediately upon expiration or termination of this Agreement, Marketing Partner will cease marketing and promoting the Services.

**11.4 Suspension, Delay or Cancellation of Services.** Notwithstanding any other provision of this Agreement and without limiting SiteWit's rights or remedies under this Agreement or otherwise, SiteWit may in its absolute discretion, within five (5) business days after Marketing Partner's failure to cure any material breach on its part during the 30-day cure period described in Section 11.2 (Termination for Cause) hereof, and only after providing written notice thereof to Marketing Partner, suspend the performance of any or all of its obligations under this Agreement or cancel, delay or refuse to provide any Services pursuant to this Agreement.

**11.5 Survival.** Notwithstanding anything herein to the contrary, Sections 5.2 (subject to Schedule A), 8, 9, 10, 11, and 12, and all other provisions necessary to their interpretation or enforcement, will survive the termination of this Agreement for any reason.

## **SECTION 12. MISCELLANEOUS**

**12.1 Relationship of Parties.** Each party hereto is an independent contractor and nothing contained herein shall be construed to create a partnership, joint venture or agency relationship between the parties, nor shall either party be authorized to bind the other in any way. Without limiting the generality of the foregoing, under no circumstances will Marketing Partner have the authority, or purport to have the authority, to legally bind SiteWit to any agreement with any Customer, User or other person.

**12.2 Force Majeure.** Neither party shall be liable for damage due to any cause beyond its control, including, without limitation, acts of God, acts of civil or military authority, labor disputes, failure or delay of suppliers or systems, including communications and power systems, fire, sabotage, war, embargo or acts or omissions of the other party caused by any of such events.

**12.3 Publicity.** Each party agrees that no public or private announcements, media releases, press conferences or similar publicity relating to any aspect of this Agreement and/or any Services shall be made without the prior written consent of the other party.

**12.4 Assignment.** Neither party may assign this Agreement without the other party's written authorization, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate or to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets; provided the successor entity or Affiliate agrees in writing to be bound by the terms of this Agreement. This Agreement will inure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.

**12.5 Sub-contractors; Additional Resources.** No performance of this Agreement, or any portion thereof, shall be subcontracted by Marketing Partner without the prior written consent of SiteWit. Marketing Partner shall remain responsible to SiteWit for any and all performance required under this Agreement by Marketing Partner or its approved subcontractors, and no subcontract shall bind or purport to bind SiteWit or excuse Marketing Partner of performance, and no assignment shall excuse Marketing Partner of continued responsibility under this Agreement.



**12.6 No Third Party Beneficiaries.** Unless otherwise expressly provided in this Agreement, no provisions of this Agreement are intended to or will be construed to confer upon or give to any person or entity other than Marketing Partner and SiteWit, and their respective successors and permitted assigns, any rights, remedies or other benefits under or by reason of this Agreement. Without limiting the generality of the foregoing, Customers and Users will not have any rights under this Agreement.

**12.7 Notices.** Any notice required or permitted to be given under this Agreement will be in writing and will be delivered by personal delivery, by overnight or express courier, or by facsimile transmission to each party at its head office address, or at such other addresses and facsimile numbers as a party may from time to time designate in a notice to the other party. A notice delivered personally, by courier or by facsimile will be deemed to have been received on the day of such delivery.

**12.8 Remedies Not Exclusive; No Waiver; Amendments.** Except as otherwise specifically provided herein, no remedy referred to in this Agreement is intended to be exclusive. No delay by either party in exercising any of their respective rights or remedies hereunder shall be deemed to be a waiver of such rights or remedies. No waiver by either party of any rights under this Agreement or breach by the other party hereunder shall in any way be a waiver of any such rights in the future or any future breach. Any waiver, amendment or modification of this Agreement must be in writing and signed by the party against whom enforcement is sought.

**12.9 Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. It is the intention of the parties that this Agreement would have been executed without reference to any provisions that may, for any reason, be held to be invalid or unenforceable.

**12.10 Governing Law; Venue.** This Agreement and the rights of the parties hereto shall be governed by the laws of the State of Florida without regard to principles of conflict of laws. All disputes arising from or relating to this Agreement shall be resolved exclusively in the state courts of the State of Florida located in Pinellas County or Hillsborough County, Florida, or in the federal courts located in Hillsborough County, Florida.

**12.11 Counterparts and Execution.** This Agreement may be executed and delivered in one or more counterparts, which may be executed and delivered by facsimile transmission or electronic image transfer, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

**12.12 Definition of “person”.** When used in this Agreement, the term “person” means any individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a governmental or political subdivision or any agency or instrumentality thereof.

**12.13 Entire Agreement.** This Agreement constitutes the final expression of the agreement of the parties, and is intended as the complete and exclusive statement of the terms of the parties agreement with regard to the subject matter hereof. This Agreement supersedes all prior and concurrent proposals, promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.



**SCHEDULE A**  
**TO SITEWIT MARKETING PARTNER AGREEMENT**

1. Revenue Share Payments

1.1 SiteWit Billing and Revenue Share Payments

SiteWit shall be solely responsible for collecting Fees and Marketing Spend related to the provision of SiteWit's Services. The Revenue Share Payments payable to Marketing Partner under this Agreement shall be an amount equal to ten percent (10%) of the Prospect Net Sales. For this purpose "Prospect Net Sales" shall mean an amount per calendar quarter equal to the actual Fee revenue received by SiteWit (net of chargebacks or refunds) during such calendar quarter from the sale of Services by SiteWit to each Prospect who became a Customer of SiteWit's Services during the Term directly as a result of a referral made by Marketing Partner (a "**Qualifying Customer**").

Revenue Share Payments, together with a report detailing the amount of such payments on a customer-by-customer basis, shall be paid and provided to Marketing Partner no later than thirty (30) days after the completion of the relevant calendar quarter. Revenue Share Payment shall be paid in cash (U.S. dollars) by check or wire transfer in immediately available funds.

1.2 Expiration or Termination

For a period of one (1) year after the date of the expiration or termination of the Term, Marketing Partner will continue to receive Revenue Share Payments on all Prospect or Customer Net Sales from persons or entities who were Qualifying Customers as of the last day of the Term. If a Qualifying Customer ceases to be a Customer of SiteWit for a period of three (3) or more months, then such Customer shall cease to be a Qualifying Customer, and no further Revenue Share Payments shall be made with respect to such Customer.

Upon expiration or termination of the Term, Qualifying Customers shall not be considered the exclusive customer of either party. SiteWit and Marketing Partner are free to independently contact, provide services, and bill such Qualifying Customers.