Jumpstart Reseller Partner Agreement

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ECWID INC.

ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT.

By clicking "I Agree and Continue," you or the entity you represent ("Jumpstart Partner") agree to be bound by all of the terms and conditions of this Jumpstart Reseller Partner Agreement ("Agreement") with Ecwid Inc. ("Ecwid").

If you or the entity you represent do not agree to the terms of this Agreement, then you: (a) must click "I Decline" or close your browser and (b) do not have Ecwid's permission use the Services (as defined below).

If you are an individual entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind such entity to this Agreement. If you do not have such authority, neither you nor such entity may accept this Agreement or use the Services.

1   DEFINITIONS.   Unless otherwise defined herein this Agreement, the following capitalized terms shall have the meanings as ascribed below:

1.1   Active User Accounts for the related period means number of User Account Activations during the period plus number of User Accounts that were activated in the previous periods and were active (not deactivated) at the starting date of the period.

1.2   Authorized User Agreement means the legal contract between Jumpstart Partner and Authorized Users that shall include, at a minimum, terms which are as advantageous to Ecwid as those found at http://www.ecwid.com/terms-of-service and http://www.ecwid.com/privacy-policy as may be changed by Ecwid from time to time.

1.3   Authorized Users means individuals, businesses and legal entities to whom the Jumpstart Partner facilitates the provision of the Services and which have entered into an Authorized User Agreement with Jumpstart Partner.

1.4   Authorized Users Data means any data, information or material submitted by Jumpstart Partner or Authorized Users in connection with the provisioning or use of the Services. Authorized Users Data includes transaction information about products and orders but specifically excludes any payment information and any content on any Authorized User's website.

1.5   Co-branding: means permission granted by each Party to supplement such Party's proprietary notices, logotypes, trade and service marks in the user interface of the Services with the other Party's proprietary notices, logotypes, trade and service marks, and to market the Services (as defined in Section 2 of this Agreement) using each Party's brands jointly.

1.6   Intellectual Property Rights means intellectual and industrial property rights held by or conferred on a Party or recognized at law in any territory throughout the world including, but not limited to, any copyright, trademark, business name, patent, innovation concept, formula, trade secret, method, invention, and any other results of intellectual activity in any field of industry or endeavor.

1.7   Partner Interface means the set of unique interfaces provided by Ecwid that gives technical ability for the Jumpstart Partner to provide the Services to Authorized Users.

1.8   Party or **Parties** means Ecwid and/or Jumpstart Partner.

1.9   Private Labeling means permission granted by Ecwid to Jumpstart Partner to completely substitute Ecwid's proprietary notices, logotypes, trade and service marks located in interfaces of the Services with Jumpstart Partner's proprietary notices, logotypes, trade and service marks and to market Services using Jumpstart Partner's brand.

1.10 **Services** means the Ecwid services and websites, including all functionalities and software thereof, including the Ecwid Widget™ (collectively, the "**Services**").

1.11 **User Account** means one service plan of the Services provided by Jumpstart Partner to an Authorized User via the Partner Interface.

1.12 **User Account Activation** means the usage of a Partner Interface by Jumpstart Partner in order to provide the service plan for the Services to an Authorized User.

1.13 **User Account Deactivation** means the usage of a Partner Interface by Jumpstart Partner in order to revoke the Services from an Authorized User.

2 **AUTHORIZATION TO JUMPSTART PARTNER.** Subject to the terms and conditions of this Agreement, Ecwid grants Jumpstart Partner a limited, non-exclusive, non-transferable, revocable, non-perpetual, worldwide right to resell the Services to Authorized Users. The Parties acknowledge and agree that Jumpstart Partner will resell the Services to Authorized Users only and that there is no contractual privity between Ecwid and Jumpstart Partner's Authorized Users or any other users or parties gaining access via the Jumpstart Partner. Jumpstart Partner shall cause all Authorized Users to separately agree to terms of service governing their use of the Services via an Authorized User Agreement.

3 **ACCESS, SECURITY AND SUPPORT.**

3.1 **Access via Partner Interface.** Ecwid shall provide to Jumpstart Partner access credentials necessary to access and utilize the Partner Interface. Jumpstart Partner is responsible for maintaining the confidentiality of access credentials. Jumpstart Partner is entirely responsible for any and all activities that occur using the Partner Interface and all charges incurred by User Accounts activated using Jumpstart Partner's access credentials. Jumpstart Partner agrees to promptly notify Ecwid of any unauthorized use of Jumpstart Partner's access credentials or any other breach of security of the Partner Interface known or suspected by Jumpstart Partner. Ecwid shall have no liability for any loss or damage arising from Jumpstart Partner's failure to comply with these requirements.

3.2 **Security.** Ecwid agrees to exercise commercially reasonable efforts to remedy known security breaches. Jumpstart Partner acknowledges that, notwithstanding such security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services, Authorized Users Data and/or third party data. Accordingly, Ecwid cannot and does not guarantee the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or represents that any such security precautions will be adequate or sufficient.

3.3 **Support.** Jumpstart Partner shall provide commercially reasonable Level 1 support to its Authorized Users. Ecwid will provide limited Level 2 technical support to Jumpstart Partner as well as provide access to Ecwid's knowledge base http://help.ecwid.com. For avoidance of doubt, Ecwid shall have no duty to provide support to Authorized Users.

4 **PROPRIETARY RIGHTS**

4.1 **Ecwid Ownership.** Jumpstart Partner acknowledges and agrees that, as between Ecwid and Jumpstart Partner, all right, title and interest in the Services and any other Ecwid materials furnished or made available hereunder, and all modifications and enhancements thereof, including all rights under copyright and patent and other Intellectual Property Rights, belong to and are retained solely by Ecwid or Ecwid's licensors and providers, as applicable.

4.2 **License Grant.** Subject to the terms and conditions of this Agreement, Ecwid hereby grants to Jumpstart Partner a limited, non-exclusive, non-transferable, revocable, non-perpetual, worldwide right to sublicense the Services to Authorized Users.

4.3 **Jumpstart Partner Restrictions.** Jumpstart Partner shall not, or knowingly, directly or indirectly, permit any Authorized User or other third party to: (a) reverse engineer, decompile, disassemble or otherwise

attempt to discover the source code or underlying ideas or algorithms of the Services; (b) copy, modify or create derivative works based on the Services or any related documentation; (c) remove, disable, modify, or tamper with any copyright, trademark or other proprietary notices from the Services or any other Ecwid materials furnished or made available hereunder; (d) permit any third party to access the Services except for Authorized Users pursuant to the terms and conditions of this Agreement; (e) access the Services with the purpose of building a competitive product or service; or (f) copy any features, functions, or graphics of the Services unless otherwise agreed upon by the Parties.

4.4　　**Information Rights.**　In conjunction with this Agreement, and only as necessary to provide the Services under this Agreement, Ecwid and its affiliates may retain and use Authorized Users Data and/or Jumpstart Partner's data subject to the terms of the Ecwid's Privacy Policy (located at http://www.ecwid.com/privacy-policy.html), as may be changed by Ecwid from time to time.

4.5　　**Suggestions.**　Jumpstart Partner grants to Ecwid a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Jumpstart Partner or Authorized Users related to the Services.

5　　**JUMPSTART PARTNER OBLIGATIONS.**

5.1　　**Authorized Users Data.**　Jumpstart Partner represents and warrants that it and its Authorized Users are in compliance with and will comply with all applicable law, including privacy and data protection laws and regulations with respect to any Authorized Users Data or other data uploaded or submitted to the Services and its performance of its obligations under this Agreement.　Jumpstart Partner will indemnify, defend and hold Ecwid harmless from any claims losses and causes of action arising out of or related to Jumpstart Partner's breach of Section 5.

5.2　　**Conduct.**　Jumpstart Partner shall be solely responsible for its actions and the actions of Authorized Users while using the Services.　Jumpstart Partner further covenants, represents, warrants, acknowledges and agrees: (a) as between Jumpstart Partner and Authorized Users, Jumpstart Partner is responsible for selecting appropriate remediation for, and resolving, any issues caused by Authorized Users use of the Services; (b) Ecwid is not liable for, or responsible to, remediate any issues caused by Authorized Users use of the Services; (c) Jumpstart Partner shall be responsible for the appropriateness of all Authorized Users Data, (d) Jumpstart Partner shall be responsible for safeguarding the privacy of its systems, including its web based platform; (e) Jumpstart Partner shall be responsible to safeguard the Intellectual Property Rights of Authorized Users or other users of Jumpstart Partner's systems, including its web based platform; (f) Jumpstart Partner shall not make any false, misleading or disparaging representations or statements with respect to Ecwid or the Services; and (g) Jumpstart Partner shall not to engage in any practice which may affect adversely the credibility or reputation of Ecwid or the Services.

5.3　　**Use of Services.**　Jumpstart Partner covenants, represents and warrants the Services shall not be used by Jumpstart Partner, Authorized Users or any user obtaining access via Jumpstart Partner: (a) in violation of Ecwid's acceptable use policy and terms of service found at http://www.ecwid.com/terms-of-service and http://www.ecwid.com/privacy-policy as may be changed by Ecwid from time to time, or (b) in ways that infringe the rights of others, or interfere with other users of Ecwid's network or other networks.　For avoidance of doubt, in no instance shall Jumpstart Partner allow any party to use the Services before such party has entered into an Authorized User Agreement.

5.4　　**Compliance with Laws.**　Jumpstart Partner covenants, represents and warrants the Services shall not be used by Jumpstart Partner, any Authorized User or any user obtaining access via Jumpstart Partner: (a) in violation of any applicable export or import laws and regulations (including without limitation any U.S. export laws and regulations); (b) in violation of any applicable national, state, or local laws or regulations; or (c) in ways that infringe the rights of others, or interfere with other users of Ecwid's network or other networks.

6   FEES AND TAXES.

6.1   Annual Fees. To activate and maintain your Jumpstart Partner Reseller Account you agree to pay an annual membership fee of $350 (three hundred and fifty US dollars). The annual fee is due at Agreement execution date and at each annual anniversary.

6.2   Service Fees. Jumpstart Partner agree to pay the fees ("Service Fees") to Ecwid based on rates published at Exhibit A of this Agreement. Ecwid may amend rates from time to time in its sole discretion upon sixty (60) days prior notice. Service Fees will depend on usage of the Services and will be calculated based on the number of Active User Accounts in the previous calendar month. There shall be no proration for partial months. All such payments shall be made in U.S. dollars.

6.3   Authorized User Billing and Collection. Jumpstart Partner shall be solely responsible for billing its Authorized Users and collecting their payments.

6.4   Ecwid Billing. Ecwid shall use commercially reasonable efforts to bill Jumpstart Partner no later than on the tenth (10th) day of each month for the previous month's usage of the Services.

6.5   Electronic Billing. All payments hereunder shall be made by PayPal or credit card. Jumpstart Partner hereby authorizes Ecwid to electronically charge its credit card for payment for the Services. Jumpstart Partner hereby authorizes Ecwid to: (a) make such charges as necessary for payment of current and outstanding bills and invoices, and recurring fees; (b) make additional attempts to charge should the initial attempt fail; and (c) in the event that Jumpstart Partner provides Ecwid with different credit card information to correct any failure, act upon its instructions, whether by phone, in writing, or by other means, that Ecwid reasonably believes to be genuine.

6.6   Invoice Billing. After Jumpstart Partner's account has been in good standing for six (6) consecutive months, you may request to be switched to invoice billing. Acceptance into Ecwid's invoice billing program shall be at Ecwid's sole discretion. Payment by wire must be received by the fifteenth (15th) calendar day of the month in which the invoice is sent. Payments may not be made by any other means without the prior written consent of Ecwid.

6.7   Late Payment. In the event that Ecwid does not receive payment by the fifteenth (15th) calendar day of the month for which the payment is due, Ecwid shall have the right to assess a late payment fee, equal to the greater of the amount of: (a) interest calculated at the lesser of eighteen percent (18%) or the maximum rate permitted by law, or (b) twenty-five dollars ($25.00). In the event of late payment(s), Ecwid, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or terminate the Services to Jumpstart Partner and/or Authorized Users.

6.8   Fees for Additional Services. Jumpstart Partner agrees to pay Ecwid's current rates and expenses, including the cost of Ecwid's vendors, for any requests related to information retrieval, subpoenas, consulting and advisory services or similar work.

6.9   Services Continuation. In the event Jumpstart Partner fails to pay any outstanding amounts within sixty (60) days of any amount due date, Ecwid shall have the right, but not the obligation, to assume responsibility and direct control of any effected accounts for Authorized Users or users for which payments are due.

6.10   Taxes. Unless otherwise stated, the Service Fees or other fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Jumpstart Partner is responsible for paying all Taxes associated with Jumpstart Partner's purchase of Services hereunder. If Ecwid has the legal obligation to pay or collect Taxes for which Jumpstart Partner is responsible under this Section, the appropriate amount shall be invoiced to and paid by Jumpstart Partner, unless Jumpstart Partner provides Ecwid with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Ecwid is solely responsible for Taxes assessable against it based on Ecwid's income, property, and employees.

7   TERM.

7.1   Term.   This Agreement commences on the date Jumpstart Partner enters into this Agreement and shall continue for a period of one (1) year ("Initial Term").   This Agreement automatically will renew for additional one (1) year terms (each, a "Renewal Term"), unless either Party provides at least sixty (60) days advanced written notice to the other Party prior to the expiration of the Initial Term or any Renewal Term, that it wishes to terminate the Agreement at the end of the applicable Term. Jumpstart Partner shall be responsible for all fees for the applicable term in which termination occurs, and Ecwid shall not issue any refunds for such term. The Initial Term and the Renewal Term shall collectively be referred to as the "Term".

8   TERMINATION/SUSPENSION.

8.1   Termination for Breach.   Either Party may terminate this Agreement upon written notice if the other Party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching Party specifying the breach.

8.2   Suspension or Termination for Failure to Pay/Jumpstart Partner Conduct.   Ecwid may suspend or terminate access to the Services, or any portion thereof, at its sole option, with or without notice, if: (a) any payment is delinquent by more than thirty (30) days, (b) Jumpstart Partner breaches any provision of this Agreement, or (c) any Authorized User breaches the terms of the Authorized User Agreement.

8.3   Termination for Convenience.   Ecwid may terminate this Agreement and all Services provided hereunder for convenience upon ninety (90) days' notice to Jumpstart Partner.

8.4   Effect of Termination.   Upon termination or suspension as provided in this Agreement, Ecwid shall not be liable to Jumpstart Partner or any third party for suspension or termination of Jumpstart Partner's access to, or right to use, the Services under this Agreement. If Jumpstart Partner or Ecwid terminates this Agreement, Jumpstart Partner will be obligated to pay the balance due for the Services provided prior to termination.   Upon the effective date of expiration or termination of this Agreement for any reason, whether by Jumpstart Partner or Ecwid, Jumpstart Partner's right to use the Services shall immediately cease.   Upon the expiration or termination of this Agreement, Jumpstart Partner and the Authorized User's access to the Services will terminate and Jumpstart Partner shall cease accessing and using the Services immediately.   Sections 5, 6, 7, 9, 10, 11, 12 and 13 of this Agreement, and any sections that by their nature should survive, shall survive the expiration or termination of this Agreement for any reason.

9   CONFIDENTIALITY.   Each Party may be given access to information associated with the other Party's business which is not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary (the "Confidential Information") in order to perform its obligations under this Agreement.   A Party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the other Party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that the receiving Party promptly notify the disclosing Party and provide the disclosing Party with a reasonable amount of time to contest or limit such disclosure.   Each Party shall hold the other Party's Confidential Information in confidence and, unless required by law, not make the other Party's Confidential Information available to any third party, or use the other Party's Confidential Information for any purpose other than the implementation of this Agreement.   Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.   Upon the disclosing Party's written request, the receiving Party shall return or destroy all Confidential Information and all documents or media containing copies or extracts of all such Confidential Information, and shall certify in a written, executed document that all such Confidential Information has been returned or destroyed.

10   WARRANTY.

10.1   Limited Warranty. Ecwid warrants to Jumpstart Partner only that the Services will perform substantially in accord with the documentation accompanying the Services. This limited warranty shall not apply to any Services, or portion thereof, that has been modified by any party other than Ecwid or as authorized by Ecwid in a prior writing. Ecwid does not warrant that use of the Services will be uninterrupted or that the operation of the Services will be error-free. For avoidance of doubt, Ecwid makes no warranty to Jumpstart Partner's Authorized Users or any third party, excepting this limited warranty to Jumpstart Partner only.

10.2   Warranty Disclaimer.   EXCEPT AS SET FORTH IN SECTION 10.1, THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE SERVICES OR SUPPORT. ECWID EXPRESSLY DISCLAIMS ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS AND WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND, FITNESS FOR A PARTICULAR PURPOSE. ECWID DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET JUMPSTART PARTNER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11   INDEMNIFICATION.   Jumpstart Partner shall defend (with counsel reasonably approved by Ecwid), indemnify and hold Ecwid harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) related to or arising out of Jumpstart Partner's breach of this Agreement, use of the Services, distribution or resale of the Services, use of the Services by Authorized Users, or use of the Services by users obtaining access to the Services from Jumpstart Partner, provided that: (a) Jumpstart Partner is given prompt notice of any such claim, provided, however, that any failure to provide such notice shall relieve Jumpstart Partner of its obligations hereunder only to the extent of any actual prejudice suffered by Jumpstart Partner as a result of such failure; (b) Ecwid provides reasonable cooperation to the Jumpstart Partner in the defense and settlement of such claim, at the Jumpstart Partner's expense; and (c) Jumpstart Partner is given sole authority to defend or settle the claim; provided, however, that to the extent that any such settlement requires Ecwid take or refrain from taking any action, including without limitation to admit fault or creates a financial obligation on Ecwid's behalf or otherwise purports to obligate Ecwid, then Jumpstart Partner shall not settle such claim without the prior written consent of Ecwid, which consent shall not be unreasonably withheld, conditioned or delayed.

12   LIMITATION OF LIABILITY.

12.1   Limitation on Damages. THE TOTAL LIABILITY OF ECWID UNDER THIS AGREEMENT, FOR ALL CLAIMS IN THE AGGREGATE, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, WILL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT PAID BY JUMPSTART PARTNER TO ECWID DURING THE PREVIOUS THREE (3) MONTHS FOR THE SERVICES THAT GIVE RISE TO SUCH LIABILITY OR IF NO AMOUNT WAS PAID THE SUM OF ONE HUNDRED DOLLARS ($100.00).

12.2   Waiver of Consequential Damages.   IN NO EVENT SHALL ECWID BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3   Essential Purpose.   THE ESSENTIAL PURPOSE OF THIS SECTION 12 IS TO LIMIT THE POTENTIAL LIABILITY ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 12 ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE PROVISION OF THE SERVICES AND THAT, WERE ECWID TO ASSUME ANY FURTHER LIABILITY, SUCH CONSIDERATION WOULD OUT OF NECESSITY, BEEN SET MUCH HIGHER.

13   GENERAL.

13.1   Notices. All notices to a Party shall be in writing and sent to the Jumpstart Partner's Email or Ecwid's Email or such other address as a Party notifies the other Party in writing, and shall be deemed to have been duly given when received when receipt is electronically confirmed, if transmitted by email, or when

sent via courier if delivered via post. If a notice is transmitted by email, the Party shall also send a confirmation copy via regular mail.

13.2   **Assignment.** Jumpstart Partner may not assign this Agreement without Ecwid's prior written consent, which consent shall not be unreasonably delayed or withheld, provided, however, that Jumpstart Partner may assign this Agreement without consent in the event of a corporate reorganization, change of control, merger or transfer or sale of all or substantially all of a its stock or assets. Any assignment in derogation of the foregoing is null and void.

13.3   **Entire Agreement.** This Agreement, together with all addenda, schedules, and exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings between the Parties relating to the subject matter hereof.

13.4   **Amendments.** Except as expressly provided in this Agreement, this Agreement, and its exhibits, may be amended or superseded only by a written instrument signed by both Parties.

13.5   **Law/Venue.** This Agreement will be governed by and construed and interpreted in accordance with the internal laws of the State of California, excluding that body of law applicable to conflict of laws. Each Party hereby unconditionally and irrevocably: (a) consents and submits to the jurisdiction of and venue in the state or federal courts located in San Diego County, California, in connection with any suit, action or other proceeding arising pursuant to this Agreement, including in personam and subject matter jurisdiction, (b) waives any objection to such jurisdiction or to venue in San Diego County, California, including on the grounds of the absence of in personam or subject matter jurisdiction or on the grounds that such venue is inconvenient, and (c) WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO SEEK A JURY TRIAL in any such action, suit or other proceeding.

13.6   **Enforceability.** Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement.

13.7   **Third Party Beneficiaries.** The provisions of this Agreement are solely for the benefit of Jumpstart Partner and Ecwid and not for the benefit of any third parties, including but not limited to Authorized Users.

13.8   **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any agreement, the terms of this Agreement shall control.

13.8   **Force Majeure.** Neither Party shall be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism, or governmental demands or requirements.

EXHIBIT A TERMS AND PRICING SPECIFICATIONS

A.1 Pricing/ Service Plans

The price for each type of User Account by service plan is specified Tables 1 and 2

Table 1. Annual Plans and Pricing (for resale by Jumpstart Partner)

Service Plan*	Product Limit	Jumpstart Partner Price (Per account/per year)
Essentials	50	**$75**
Professional	1000	**$180**
Unlimited	Unlimited	**$390**
Unlimited+ShopApp	Unlimited	**$790**

Fees for annual service plans are paid annually in advance

Table 2. Monthly Plans and Pricing (for resale by Jumpstart Partner)

Service Plan*	Product Limit	Jumpstart Partner Price (Per account/per month)
Essentials	50	**$7.50**
Professional	1000	**$18**
Unlimited	Unlimited	**$39**

* Full feature list per service plan is specified in section A.4 Service Plans and Features. Feature list is provided for Jumpstart Partner reference only. It will be updated and amended as Ecwid will continuously evolve and develop Services.

A2. Services Deployment Specification

Deployment Features:

- Services may be provided as a private label solution
- Jumpstart Partner manages accounts through a special web based reseller panel.
- Control panel for Services is located at brand neutral domain.
- Jumpstart Partner invoices Authorized Users directly for the Services and pays Ecwid fees as specified in Tables 1 and 2.
- Jumpstart Partner will have superuser access to all accounts created by Jumpstart Partner through reseller panel

Deployment Specifications:

1. The control panel and widgets are deployed at the *shopsettings.com* domain.
2. Ecwid will replace all Ecwid's logotypes, trademarks and notices with Jumpstart Partner's logotypes, trademarks and notices.
3. Ecwid will provide to Jumpstart Partner service plans as specified in section A.4 Service Plans and features.
4. Ecwid will set up and provide Jumpstart Partner access to web based reseller panel where Jumpstart Partner may: create new stores, suspend previously created stores, set necessary plan for the store, get list of stores, access control panels of Authorized users.

A.3 Materials Required from Jumpstart Partner for Service Deployment

Ecwid will provide to Jumpstart Partner questionnaire in order to collect necessary information for Private label deployment of Services. Jumpstart Partner should accurately complete questionnaire and return it back to Ecwid.

Services will be deployed after receiving completed questionnaire and required graphic materials from Jumpstart Partner.

A.4 Service Plans and Features

Plan	Essentials	Professional	Unlimited
Transaction Fee	None	None	None
Product limit	50	1000	Unlimited
Categories	5	Unlimited	Unlimited
Storage	Unlimited	Unlimited	Unlimited
Shopping Experience			
Adaptive Storefront Widget (desktop, tablet, mobile)	Yes	Yes	Yes
Native iPhone and Android Storefront App			Yes (with annual subscription)
Favorites/Wish list		Yes	Yes
Free starter site	Yes	Yes	Yes
Configurable Buy Buttons for embedding into site	Yes	Yes	Yes
Faceted search and product display filters: by keywords, attributes, price range, category	Yes	Yes	Yes
Products already in cart are marked in product list, making shopping easier	Yes	Yes	Yes
Real-time shipping estimates based on customer IP	Yes	Yes	Yes
Customer can create profile or checkout without creating profile (configurable)	Yes	Yes	Yes
Address book for customers with profiles	Yes	Yes	Yes
Media rich category and product descriptions	Yes	Yes	Yes
Accept the Terms and Conditions before ordering	Yes	Yes	Yes
Next / Previous product navigation links	Yes	Yes	Yes
Automatic price adjustment for product options	Yes	Yes	Yes
Fast content delivery with CDN	Yes	Yes	Yes
Accessible Storefront	Yes	Yes	Yes
Automated abandoned cart recovery		Yes	Yes
Catalog Management			
Built-in storefront translations	45	45	45
Built-in backend translations	15	15	15
Inventory tracking	Yes	Yes	Yes
Product options (Drop-down, Radio Buttons, Text, Date Picker, File, Checkboxes)	Yes	Yes	Yes
Stock control for options & product combinations		Yes	Yes

E-goods	Yes	Yes	Yes
E-goods max size	100 Mb	1 Gb	10 Gb
E-goods download protection	Yes	Yes	Yes
Customers can attach files to orders	Yes	Yes	Yes
Image gallery	Unlimited	Unlimited	Unlimited
WYSIWYG editor for HTML product descriptions	Yes	Yes	Yes
Automatic thumbnail generation with image sharpening	Yes	Yes	Yes
Product can be in more than one category	Yes	Yes	Yes
Product types and attributes	Yes	Yes	Yes
Multi-currency support	Yes	Yes	Yes
Product dimensions		Yes	Yes
Shipping and Tax			
Delivery zones	Unlimited	Unlimited	Unlimited
Shipping configuration wizard	Yes	Yes	Yes
Automatic tax calculations for US, Canada, UK, EU, Australia		Yes	Yes
Manually configurable Shipping/Tax zones, rates and rules	Yes	Yes	Yes
Realtime shipping quotes for UPS, USPS, FedEx, Canada Post, EMS Russian Post, Correios and Australia Post	Yes	Yes	Yes
Use realtime quotes without setting account with carrier	Yes	Yes	Yes
Realtime shipment tracking	Yes	Yes	Yes
Handling fees		Yes	Yes
VAT ID for EU business customers		Yes	Yes
Tax exempt customers		Yes	Yes
In-Store order pickup	Yes	Yes	Yes
Scheduled pick-up		Yes	Yes
Promotions			
Discount coupons	Yes	Yes	Yes
Volume discounts and multi-tier prices		Yes	Yes
Sale and promotional price	Yes	Yes	Yes
Discounts for customer groups		Yes	Yes
Facebook Like buttons	Yes	Yes	Yes
Facebook comments	Yes	Yes	Yes
Share purchase on Facebook, Twitter		Yes	Yes
Share product on Facebook, Pinterest, Twitter, Google+, Tumblr	Yes	Yes	Yes
Facebook Ask friends		Yes	Yes
Basic affiliate features	Yes	Yes	Yes

Integrations			
Free Facebook integration app	Yes	Yes	Yes
Remarketing with Google Analytics	Yes	Yes	Yes
Google Shopping Feeds		Yes	Yes
ShopZilla (+Bizrate) Feeds		Yes	Yes
eBay Shopping Feeds (Shopping.com)		Yes	Yes
PriceGrabber Feeds		Yes	Yes
Nextag Comparison Platform Feeds		Yes	Yes
Yandex.Market Feed		Yes	Yes
vKontakte Products feed and syncronization	Yes	Yes	Yes
WordPress native Connection plugin	Yes	Yes	Yes
eBay Integration (via external app)		Yes	Yes
Amazon Integration (via external app)		Yes	Yes
Square POS (available in US, UK, Canada, Japan and Australia)			Yes
User Experience			
Interactive Onboarding Wizard	Yes	Yes	Yes
Mobile Store Management Apps			
Store Management App for iOS		Yes	Yes
Store Management App for Android		Yes	Yes
Inventory synchronization between smartphone and web store		Yes	Yes
API Support			
JavaScript API	Yes	Yes	Yes
Developer API v.3	Yes	Yes	Yes
Orders			
Customizable e-mail notifications	Yes	Yes	Yes
Order history for customers and administrator	Yes	Yes	Yes
Order email notifications to multiple recipients	Yes	Yes	Yes
Edit/create orders		Yes	Yes
Admin private notes		Yes	Yes
Track payment and shipping status	Yes	Yes	Yes
Customer IP in order details	Yes	Yes	Yes
Warning if IP is different from billing country	Yes	Yes	Yes
View unfinished orders	Yes	Yes	Yes
Invoice printing	Yes	Yes	Yes
Bulk invoice printing	Yes	Yes	Yes
Edit invoice		Yes	Yes
Order comments field	Yes	Yes	Yes

Configurable min/max order amount limits		Yes	Yes
Low stock notification	Yes	Yes	Yes
Set next order number	Yes	Yes	Yes
App Market			
App Marketplace	Yes	Yes	Yes
Data Management			
CSV export for order, product and customer data	Yes	Yes	Yes
CSV import for product data	Yes	Yes	Yes
Configurable measurement units, date/time formats and currency symbol	Yes	Yes	Yes
Store Design Customization			
Customizable CSS design schemes	Yes	Yes	Yes
Customizable products list appearance	Yes	Yes	Yes
Color Adaptive Mode Scheme	Yes	Yes	Yes
SEO			
SEO friendly product meta fields	Yes	Yes	Yes
Native AJAX indexing	Yes	Yes	Yes
Tracking and Reporting			
Tracking and e-commerce reporting with Google Analytics	Yes	Yes	Yes
Custom tracking code on "Thank you for your order" page	Yes	Yes	Yes
Facebook pixel	Yes	Yes	Yes
Payment Options			
PayPal Standard, PayPal Express Checkout, PayPal Advanced and PayPal Payflow Link, PayPal Payments Pro Hosted, PayPal Bill Me Later	Yes	Yes	Yes
Stripe	Yes	Yes	Yes
Square Payment Gateway	Yes	Yes	Yes
2Checkout	Yes	Yes	Yes
American Express Payment Gateway	Yes	Yes	Yes
Authorize.Net SIM	Yes	Yes	Yes
Bancomer	Yes	Yes	Yes
Beanstream (Hosted Payment Form)	Yes	Yes	Yes
ClickAndBuy	Yes	Yes	Yes
e-Path	Yes	Yes	Yes
eWAY (Hosted Payment Page)	Yes	Yes	Yes

First Data Global Gateway e4	Yes	Yes	Yes
iDEAL (via Mollie)	Yes	Yes	Yes
iPay88	Yes	Yes	Yes
iPayment	Yes	Yes	Yes
Moneris SELECTplus (Hosted Paypage)	Yes	Yes	Yes
MultiSafepay (iDEAL, credit cards, Giropay, DIRECTebanking, etc)	Yes	Yes	Yes
Network Merchants	Yes	Yes	Yes
Pag Seguro	Yes	Yes	Yes
Payeezy	Yes	Yes	Yes
PayFast	Yes	Yes	Yes
PayJunction	Yes	Yes	Yes
PayLeap	Yes	Yes	Yes
PayOnline System	Yes	Yes	Yes
Paytrail (former Suomen Verkkomaksut Oy)	Yes	Yes	Yes
PayU: India	Yes	Yes	Yes
QIWI	Yes	Yes	Yes
Realex Payments / Global Iris	Yes	Yes	Yes
Robokassa (Webmoney, Yandex.Money, etc)	Yes	Yes	Yes
Sage Exchange US	Yes	Yes	Yes
Sage Pay UK	Yes	Yes	Yes
TransFirst Transaction Express	Yes	Yes	Yes
Virtual Cart Services	Yes	Yes	Yes

ECWID ACCEPTABLE USE POLICY
Addendum to Jumpstart Partner Program Agreement

Version – December 20th, 2017

This Acceptable Use Policy (this "Policy") describes prohibited uses of the services offered by Ecwid, Inc., and its affiliates (the "Services") and the website located at http://ecwid.com (the "Ecwid Site"). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Ecwid Site. By using the Services or accessing the Ecwid Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or Ecwid Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Ecwid Site. We may: investigate violations of this Policy or misuse of the Services or Ecwid Site; or remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Ecwid Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.