

COMPUTER SOFTWARE LICENSE AND HOSTING AGREEMENT

This computer software license and hosting agreement ("Agreement") is entered into as of April 18, 2012, (the "Effective Date") by and between Hi5 Publicity, a Texas limited liability corporation ("Licensor") with its principal place of business at [11500 Jollyville Rd #1611, Austin, Tx 78759], and TheRebeccammendations, LLC, a Texas limited liability company ("Licensee") with its principal place of business at 4330 Bull Creek Road, #1203.

Recitals

A. Licensor develops and markets commercial websites, including websites customized for optimal viewing on mobile devices commonly known as mobile websites (the "Software"), which is more particularly described in the user manuals and other written materials created by Licensor to describe the functionality and use of the Software (the "Documentation");

B. Licensee desires to acquire a license to use the Software and any platform needed to develop and sell the Software to small businesses (the "Intended Use") and Licensor desires to grant Licensee the license;

C. Licensor is also in the business of hosting websites and making them available for browsing on the Internet; and

D. Licensee wishes to have Licensor host and maintain the Software for its Customers (the "Customers") according to the terms, specifications, and conditions set forth in this Agreement and Licensor desires to perform these services.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 *Authorized Platform*

"Authorized Platform" means the operating system on which Licensee is authorized to develop and sell the Software pursuant to this Agreement, and includes any and all types of web hosting servers and server software.

1.2 *Authorized Site*

"Authorized Site" means a location at which Licensee is authorized to use the Software. Authorized Sites include any and all sites owned by Licensor, its assigns, or successors.

1.3 *Customer*

"Customer" means the end-user business, organization, or individual for whose use the Software is to be designed by Licensor on behalf of Licensee.

1.4 Documentation

"Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software and related Authorized Platforms.

1.5 Licensee

"Licensee" means TheRebeccamendations, LLC, a Texas limited liability company, and includes any employee, consultant, or contractor of Licensee, provide that the employee, consultant, or consultant is using the Software in the performance of his or her duties as an employee, consultant, or contractor of Licensee.

1.6 License Fee

"License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license granted under this Agreement and the right to use the Software and the Documentation. License Fee is set forth in Exhibit A, attached to this Agreement and incorporated by this reference.

1.7 Licensor

"Licensor" means Hi5 Publicity, a Texas limited liability corporation.

1.8 Software

"Software" means a mobile website created using an Authorized Platform and the Documentation related to same. Software includes any updates, modification, bug fixes, upgrades, enhancements, or other modifications. It does not include any version of the Software that constitutes a separate product because of differences in function or features.

1.9 Technical Support Schedule

"Technical Support Schedule" means the description of the technical support and maintenance provided by Licensor in connection with Licensee's and Customer's use of the Software and any Authorized Platform. The Technical Support Schedule is set forth in Exhibit B, attached to this Agreement and incorporated by this reference.

2. Grant of License

2.1 Grant

Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and its Customers a nonexclusive, royalty-bearing, nontransferable license in the Software, to use and reproduce the Software exclusively for the Intended Use on the Authorized Platform and at the Authorized Site and to use the Documentation solely in connection with

Licensee's use of the Software.

2.2 License Restrictions

Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee shall reproduce, install, and render the Software operational only on the Authorized Platform at the Authorized Site. Licensee shall not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee shall not distribute the Software to any persons or entities other than Licensee's employees, consultants, contractors, or Customers. Licensee may not sell the Software to any person or make any other commercial use of the software except as described elsewhere in this Agreement. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor's intellectual property rights.

3. Hosting Services

Licensor will provide the following services to Licensee (the "Hosting Services"), in addition to those listed in Exhibit B:

3.1 Storage

5 megabytes (MB) of disk space on Licensor's server for storage of each Customer's website and any data files associated with the website. Additional disk space is available at the rate of \$ 20 per MB per Customer each month.

3.2 Bandwidth

5 MB of monthly bandwidth (data transfer) per Customer. Additional bandwidth utilized will be billed monthly at the rate of \$ 20 per 1 MB in excess of 5 MB each month per Customer.

3.3 Features

- 4 Page Site
- 250 Visitors
- 5000+ Device Optimization & Support
- Email / Call / SMS / Social Media Buttons
- Google Mapping
- Custom Domain
- Embed Media ex. (YouTube Videos)
- QR Code Manager
- Form Manager

3.4 Availability of Website

The website will be available to Internet users approximately 24 hours a day, normal maintenance and unforeseen hardware or communications problems excepted. To minimize server downtime during peak usage periods, Licensor will schedule routine maintenance between the hours of _____10pm___ and _____5am___ on any day of the week. .

3.5 Log Information

Licensee will have access to website usage statistics and raw log files in real time via the Web. In addition, Licensor will setup Google Analytics and show Licensee how to deliver SEO reports for each Customer complying with the requirements listed on Exhibit C, attached to this Agreement and incorporated by this reference.

3.6 Backups

Licensor will backup the websites and all data files associated with them at least once each day and will store the backup materials in a safe secure location, suitable for magnetic media, and not at the same location as Licensor's server.

3.7 Licensee and Customer Modifications of Website

Licensor will provide Licensee and Customers with password protected File Transfer Protocol ("FTP ") accounts for the purpose of updating the website and transferring data from and to the Licensor's server. Licensee and Customers may modify or change the content of the websites using their FTP account as frequently as they desire without charge.

4. Fees

4.1 License Fees

In consideration for the License granted to Licensee under this Agreement the Licensee shall pay Licensor the License Fee, as set forth on the License Fee Schedule, attached as Exhibit A to this Agreement. The License Fee shall be due on the 1st day of each month after a new Customer account is established.

4.2 Hosting Fees

The price for the Hosting Services will be \$_____25_____ per Customer per month. Licensor will invoice Licensee for Hosting Services on a monthly basis. Invoices will be paid within the first week of every month.

4.3 Taxes

In addition to other amounts payable under this Agreement, Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently

imposed on Licensee's use of the Software or the payment of the License Fee to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by Licensee or Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge.

5. Licensor's Obligations

5.1 Deliverables

Upon execution of this Agreement and when requested during the term of this Agreement, Licensor shall deliver and publish the Software to Licensee in a format appropriate for the Authorized Platform and customized according to the options selected by each Customer at the Authorized Site together with the Documentation.

5.2 Support and Maintenance

Licensor shall provide Licensee and its Customers with technical support in connection with their use of the Software according to the Technical Support Schedule attached as Exhibit B to this Agreement. Licensor shall provide Licensee and its Customers with all modifications, bug fixes, and updates for the Software as part of this support and maintenance obligation.

6. Term and Termination

6.1 Term

This Agreement, and the license granted under this Agreement, becomes effective on the Effective Date, listed above. Unless sooner terminated as set forth in Sections 6.2 and 6.3, below, the Agreement shall continue unless terminated by either Party in writing at least thirty (30) days prior to the end of any then applicable Period or Renewal Period.

6.2 Termination for Convenience

Licensee may terminate the Agreement as a whole and as applicable to particular Customers at any time and from time to time on thirty (30) days' prior written notice to Licensor.

6.3 Termination for Cause

Either party, as applicable, shall have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- (a) By Licensor, upon fourteen (14) days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
- (b) By Licensor, upon fourteen (14) days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, or otherwise;

(c) By either party for any material breach of this Agreement, other than failure to make payments under Section 4, that is not cured within fourteen (14) days of receipt by the party in default of a notice specifying the breach and requiring its cure; or

(d) By either party, immediately upon written notice, if (1) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy, (2) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days, or (3) the other party is adjudged bankrupt.

6.4 *Rights on Termination*

Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Software or Documentation. On termination, (a) all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation and (b) Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within fourteen (14) days of termination. Sections 2.1, 7, 8, and 9 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

7. Indemnity

7.1 *Infringement Indemnity*

Licensor indemnifies, defends, and holds Licensee and its Customers harmless from and against any claims, actions, or demands alleging that the Software infringes any patent, copyright, or other intellectual property right of a third party. If use of the Software is permanently enjoined for any reason, Licensor, at Licensor's option, and in its sole discretion, may (a) modify the Software so as to avoid infringement; (b) procure the right for Licensee to continue to use and reproduce the Software and Documentation; or (c) terminate this Agreement and refund to Licensee all license fees paid Licensor. Licensor shall have no obligation under this Section 7.1 for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) the combination of noninfringing items supplied by Licensor with any items not supplied by Licensor; (b) modification of the Software or Documentation by Licensee or by Licensor in compliance with Licensee's designs, specifications, or instructions; (c) the direct or contributory infringement of any process patent by Licensee through the use of the Software; and (d) continued allegedly infringing activity by Licensee after Licensee has been notified of the possible infringement.

7.2 *Condition to Indemnification*

Should any claim subject to indemnity be made against Licensor or Licensee, the party against whom the claim is made agrees to provide the other party with prompt written notice of the claim. Licensor will control the defense and settlement of any claim under Section 7.1. The indemnified party agrees to cooperate with the indemnifying party and provide reasonable

assistance in the defense and settlement of such claim. The indemnifying party is not responsible for any costs incurred or compromise made by the indemnified party unless the indemnifying party has given prior written consent to the cost or compromise.

8. Confidentiality

8.1 Confidentiality

Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, may be the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will (a) safeguard the confidential information with the same degree of care that it uses to protect its own confidential information; (b) maintain the confidentiality of this information; (c) not use the information except as permitted under this Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor. In the event that Licensor shall receive any confidential and proprietary information of Licensee or its Customers during or prior to the term of this Agreement, Licensor, and its employees, contractors, consultants, and agents shall have the same obligation to protect such information as apply to the Licensee as provided in the previous sentence. Licensee will not be able to contact or try to work with Licensor's mobile platform provider if this contract is dissolved.

8.2 Limitations on Confidentiality Restrictions

Section 8.1 does not apply to any information that (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by the receiving party with the disclosing party's approval; and (f) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party fourteen (14) days' prior written notice of any disclosure of information under this agreement. The parties will maintain the confidentiality of all confidential and proprietary information learned pursuant to this Agreement for a period of four (4) years from the date of termination of this Agreement.

8.3 Injunctive Relief for Breach

Licensor and Licensee acknowledge that any breach of Section 8.1 by a receiving party will irreparably harm the disclosing party. Accordingly, in the event of a breach, the disclosing party is entitled to promptly seek injunctive relief in addition to any other remedies that the disclosing party may have at law or in equity.

9. Warranties, Disclaimer and Limitations

9.1 Warranties

Licensor hereby warrants to Licensee that (a) Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party and (b) the media containing the Software will be free from defects while this Agreement remains in effect.

9.2 Disclaimer

THE WARRANTIES SET FORTH IN SECTION 9.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

9.3 Remedies on Breach of Warranty

In the event of any breach of the warranty set forth in Section 9.1, Licensee's exclusive remedy shall be for Licensor to promptly replace defective Software media; if Licensor is unable to replace the media within seven (7) days of notification by Licensee of a defect, Licensee's sole remedy is to terminate this Agreement, at which time Licensor will refund any and all license or other fees paid by Licensee pursuant to this Agreement.

9.4 Limitations Period

No action arising out of or in connection with this Agreement or the transactions contemplated by the Agreement may be brought by either party against the other more than sixty (60) days after the action accrues.

10. General

10.1 Assignment

Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent, which will not be unreasonably withheld. This Agreement shall be binding upon the successors and assigns of the parties to this Agreement.

10.2 Entire Agreement

This Agreement, along with the Exhibits attached and referenced in this Agreement, constitutes the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

10.3 Waiver

This Agreement may not be modified or amended except in a writing signed by an authorized officer of each party. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

10.4 Notices

Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in email, writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested (for all types of correspondence), postage prepaid, or sent by overnight courier service and addressed as follows:

To Licensor: 11500 Jollyville Rd #1611, Austin, TX 78759

Attn: Kevin Barnett
Email.: kevin@hi5publicity.com

To Licensee: 4330 Bull Creek Road, #1203, Austin, TX 78731

Attn: Rebecca Otis
Fax No.: Rebecca@localizeaustin.com

10.5 Publicity

Without the prior written consent of the other party, neither party shall disclose the terms and conditions of this Agreement, except disclosure may be made as is reasonably necessary to the disclosing party's bankers, attorneys, Customers, or accountants or except as may be required by law.

10.6 Independent Contractor

Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party shall have the authority to enter into any contracts on behalf of the other party.

10.7 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.8 Severability

In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

10.9 Arbitration

In the event of any dispute between the parties arising out of this Agreement, the dispute shall be resolved by arbitration under the rules of the American Arbitration Association by an arbitrator agreed upon in writing by the parties. In the event the parties cannot agree upon the choice of an arbitrator, each party shall appoint one individual representative and the two party representatives shall, between themselves, chose an arbitrator.

10.10 Attorney Fees

In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR:

Hi5 Publicity

By:  4/18/12
Hi5 Publicity, Chief Executive Officer

LICENSEE:

TheRebeccammendations, LLC

By: _____
Rebecca Otis, President

Exhibit A
License Fee

The License Fee is a monthly maintenance fee paid by Licensee on behalf of a Customer when Licensor is required to set up and customize the Software for a new Customer of \$50/month due by the first of the month of the first six months of service.

The License Fee due to Licensor for maintenance shall be equal to \$_____25_____ per mobile site also paid in the first week of each month for each customer, except if each customer adds more than 4 pages, at which point, it is \$45.

Additional pages after 4:

Additional pages are \$125 for each customer. The Licensee has two options:

Option One: Licensor build them and Licensee pays Licensor 75% of total fees charged to each customer and retains 25% up to **15 pages** or more if approved by Licensor.

Option Two: Licensor trains Licensee to build websites in their entirety or the additional pages only and Licensee will pay Licensor 30% of the total charged fee and the Licensee will keep 70% of all fees except maintenance fees, which remain the same as listed above. ** if Licensee chooses this option. Hi5 will come in and train staff members how to fully customize sites. Monthly License fee will still apply.)*

Exhibit B
Technical Support Schedule

The following is a description of the technical support and maintenance provided by Licensor to Customers on behalf of Licensee:

1. Licensor will provide up to 4 pages of mobile website coding. More pages may be allowed per the fee structure listed in Exhibit A.
2. Within 7 days after it receives notice of a new Customer account, Licensor will or train Licensee on how to incorporate and publish any and all textual modifications to the Software provided by Customer or by Licensee on Customer's behalf.
3. For an extra fee of \$ 75 hr per Customer, Licensor will conduct additional textual or design modifications to the Software in accordance with instructions submitted either by Customer directly or by Licensee on Customer's behalf.
3. Licensor will provide each Customer a mobile site URL substantially similar to the following:

[Customer's chosen name].hi5msite.com.
4. Licensor will allow each Customer to post its company logo and colors using the Software.
5. Licensor will create and implement or train Licensee on how to obtain and use any required redirect coding necessary to effectuate the proper display of the Software on behalf of Customer.

Exhibit C SEO Reports

Licensors will provide Customers with reports including the following information about their particular usage of the Software:

Example.

1.

