

INFORMIC MASTER SERVICES AGREEMENT

Last Updated: 6/9/26

1. INTRODUCTION

THIS SERVICES AGREEMENT (the “Agreement”), as amended from time to time by Informic, LLC, an Indiana company, its subsidiaries, affiliates, predecessors, successors and assigns (the terms “Provider,” “us,” “we” and/or “our” shall refer to Informic), between you (the terms “Customer,” “you” and/or “your” shall refer to the individual, entity or organization that accepts this Agreement, has access to your account or uses the Services) and Provider, sets forth the terms and conditions applicable to your purchase and/or use of our products and services (collectively, the “Services”) as further set forth herein. You and Provider together may be referred to herein as the “Parties” and each may be referred to herein as a “Party.” This Agreement explains our obligations to you, and your obligations to us in relation to any Services you purchase or otherwise utilize.

You acknowledge that you have read, understand and agree to be bound by this Agreement, as well as all other applicable rules or policies, terms and conditions, or service agreements that are or may be established by Provider from time to time and are incorporated herein by reference (“Additional Terms”). You may also elect to purchase additional Services (the “Additional Services”) from Provider, our partners and/or other third parties, which may have their own service agreements or other related terms and conditions, and it is your obligation to review, accept and abide by those service agreements or other related terms and conditions, as well as this Agreement.

Provider agrees to comply in all material respects with the Payment Card Industry Data Security Standard (“PCIDSS”) to the extent applicable to Provider and to the extent Provider is storing, processing, or transmitting any “Cardholder Data” or “Sensitive Authentication Data” (as those defined under the PCI-DSS) in connection with the Services.

2. SERVICES

This Agreement applies to all Services, whether purchased or utilized separately or as part of a complete solution or packaged bundle. Your purchase of the Services continued use of the Services, and/or continued access to the Services constitutes your acceptance of this Agreement. If you purchase Services that are sold together as a “bundled” package (e.g., you purchase a package that includes both a domain name and a website builder or other Services, as opposed to your purchasing such Services separately), termination of

any part of the Services will result in the termination of all Services provided as part of the bundled package. Provider reserves the right to modify the Services, at our sole and absolute discretion, either temporarily or permanently, at any time or from time to time, with or without notice to you. You agree that Provider shall not be liable to you or any third party for any such modification of the Services and that your continued use of or access to the modified Services constitutes your acceptance of any such modifications.

You acknowledge and agree that some or all of the Services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Provider in its sole and absolute discretion. As a part of your Services, Provider may provide you access to third-party functionality or services, including, but not limited to, applications, widgets, Rich Site Summary (“RSS”), other types of news, event and industry feeds, calculators, recommended copy, forms and templates that are incorporated or offered as a part of one or more of the Services (collectively, “Third-Party Functionality”). You acknowledge and agree that your use of any Third-Party Functionality to which you are provided access as part of any Provider Services is in accordance with the terms of any relevant third-party licenses, agreements and/or terms and conditions. Your failure to abide by any such third-party licenses, agreements and/or terms and conditions may result in the immediate termination of your Services provided by Provider. You understand and agree that Provider does not control such Third-Party Functionality and is therefore not liable to you or any third party for any issues of any kind relating to issues relating to Third-Party Functionality. Provider reserves the right, in its sole and absolute discretion, to terminate, suspend, cancel or alter your access to Third-Party Functionality at any time and without notice to you.

Provider may use automation and/or artificial intelligence assisted tools to design, generate, or optimize website components, copy drafts, images, or code, provided Provider remains responsible for delivering the Services described. Client acknowledges these tools may be provided by third parties and may be subject to third-party terms. Provider makes no warranties regarding third-party tool availability or output beyond the obligations in this Agreement.

Certain Services are offered and delivered as a subscription-based Website-as-a-Service (“WaaS”) solution. Under the WaaS model, Customer is purchasing ongoing access to a professionally managed website environment and related services, which may include hosting, security updates, monitoring, maintenance, content updates, platform management, and technical support (collectively, the “Subscription Website Services”), and not a one-time sale of a website as a standalone product. Customer acknowledges and agrees that the website may depend upon Provider’s Background Technology, hosting configurations, deployment environments, systems, templates, automation, third-party tools, and/or other Provider-controlled infrastructure, and that continued operation and availability of the website may require an active, paid subscription in good standing.

Required Active Subscription; Suspension; Service Availability. Customer acknowledges and agrees that Provider may suspend, disable, restrict, or terminate access to any portion of the Subscription Website Services (including without limitation public website availability) in the event of nonpayment, delinquency, chargeback, abuse, security risk, legal risk, or violation of this Agreement

or any applicable third-party terms. In the event Customer's subscription is canceled, expires, or is suspended or terminated, Customer acknowledges and agrees that the website may be taken offline and may cease functioning in whole or in part, and Provider has no obligation to maintain public availability, preserve uptime, or continue providing hosted functionality after termination or suspension, except as expressly stated in this Agreement.

Minimum Commitment; Early Termination. Unless otherwise expressly stated in a signed writing by Provider, Subscription Website Services are subject to a minimum initial service term of three (3) months beginning on the website launch date (the "Minimum Term"). If Customer cancels the Subscription Website Services prior to expiration of the Minimum Term, Customer remains responsible for and agrees to pay the remaining subscription fees for the balance of the Minimum Term, and Provider may charge such amounts to Customer's Account. The foregoing is in addition to any other fees due under this Agreement, including any amounts due for additional work, third-party charges, or noncompliance.

Included Services; Excluded Work; Additional Fees. Subscription Website Services include ongoing hosting management and reasonable routine maintenance necessary to keep the website operating in Provider's environment, and may include minor content edits and updates as determined by Provider in its sole and absolute discretion. Subscription Website Services do not include (unless expressly included in a Statement of Work or order confirmation) full redesigns, re-platforming, custom feature development, advanced integrations, branding work, marketing campaign work, paid advertising management, SEO performance services, copywriting beyond minor revisions, or third-party software troubleshooting unrelated to Provider's systems. Provider may charge additional administrative fees, processing fees, or hourly fees for work outside the normal scope of the Subscription Website Services at Provider's then-current rates, and Customer authorizes such charges to the Account.

No Outcome Guarantee. Provider supplies technical infrastructure and digital presence management only. Provider does not guarantee rankings, traffic, conversions, revenue, lead volume, or business outcomes, and Customer acknowledges and agrees that all examples, projections, or estimates are illustrative only.

Transfer Assistance. Upon written request following termination of Subscription Website Services, and provided Customer's account is paid in full, Provider will make commercially reasonable efforts to provide Customer with the final website deliverable files created for Customer, sufficient for migration to another provider. Transfer assistance is limited to one (1) hour; additional time is billed at Provider's then-current hourly rate. Customer acknowledges and agrees that Provider is not obligated to provide its proprietary platform infrastructure, deployment environments, systems, templates, automation, reusable components, or other Background Technology, which remain Provider's property; transfer is limited to Customer's final deliverable files and Customer Content reasonably available for export.

3. FEES AND PAYMENTS, TERM & RENEWALS

As consideration for the Services you purchase, order or otherwise utilize, you agree to pay Provider all applicable prices and fees as designated in the related order process, with such prices and fees subject to change as provided in this Agreement. All prices and fees are due immediately or upon ordering and are non-refundable, except as otherwise expressly provided in this Agreement, as required by applicable law, or as such prices and fees are billed by Provider under an invoice or order confirmation for Services issued to a Customer that expressly permits payment within thirty (30) days after Provider has sent the Customer such invoice or order confirmation ("Net-30 Customers"). Provider may require a Customer to successfully complete a credit application prior to such Customer qualifying to become a Net-30 Customer. If you require Additional Services, then additional prices and fees will apply pursuant to then current rates, which are also subject to change in accordance with this Agreement. You are responsible for payment of all applicable taxes

(other than based on Provider's income) including but not limited to sales tax, use tax and other taxes and governmental charges, whether federal, state or foreign as well as all duties and charges on your payment for the purchase of Services arising from any and all fees under this Agreement. Accordingly, you agree to pay all sales and other taxes (other than taxes based on Provider income) related to Provider services or payments made by you hereunder. All payments of prices and fees for Provider Services shall be made in U.S. dollars. Taxes will be calculated based on where you receive services determined by your customer address. All taxes charged will be reflected in your invoice upon payment. Although Provider may display pricing in various currencies, transaction processing is supported only in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. If the currency of your bank or credit card account is not in U.S. dollars, you may be charged exchange rate conversion fees by your bank or credit card company. In addition, due to time differences between (i) the time you complete the checkout process; (ii) the time the transaction is processed; and (iii) the time the transaction posts to your bank or credit card, the conversion rates may fluctuate and Provider makes no representations or warranties that (a) the amount submitted to your bank or credit card for payment will be the same amount that is posted to your bank or credit card statement or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank or credit card statement, and you agree to waive any and all claims against Provider based upon such discrepancies (including any and all claims for a refund based on the foregoing). You acknowledge and agree that you may be charged VAT based on the country indicated in the account holder's address information associated with your account. Set up prices and fees, if any, will become payable on the applicable effective date for the applicable Services.

Unless otherwise stipulated in the related order process, payment for the Services are to be made via a charge to your credit card, charge card, PayPal account or bank account provided to us, or in a method otherwise agreed upon by the Parties ("the Account"). You are solely and absolutely responsible for any Account information that you provide to Provider and must promptly inform Provider of any changes or updates to the method of payment. By submitting an order for Services, you authorize Provider to charge the order to the Account or to otherwise immediately bill you for the Services. You acknowledge and agree that unless otherwise expressly stipulated in the order process or otherwise changed afterwards in accordance with the applicable process, all annual, monthly or other recurring fees related to the Services or otherwise referenced in this Agreement are to be recurring transactions that will be billed on an ongoing basis until the Services are terminated in accordance with this Agreement. If you have provided billing information

sufficient for automatic billing, then Provider will bill you automatically in accordance with the applicable billing frequency. You are obligated to pay for the full amount of the Services, even if such full amount is scheduled to be paid in installments. If you elect to pay for the Services in installments, provided such a payment schedule is expressly permitted and accepted by Provider, all installments must be received on or before the applicable due date. If you qualify, we may, at our sole and absolute discretion, extend payment terms to you under our Business Account Credit Program.

Unless otherwise specified herein, on our website or in the applicable order process, each Provider Service is for a one-year initial term and renewable thereafter for successive terms. Any Provider Service that provides for a monthly billing cycle may be billed every four (4) weeks. Any renewal of your Services with us is subject to the then current Agreement, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service prices and fees at the time of renewal, and in the case of domain name reregistration, the domain name registry's acceptance of your domain name registration. Upon prior notice, Provider may also charge an "Account Maintenance Fee" to maintain your active account. This Account Maintenance Fee shall be billed to your account each year, thirty (30) days following the annual anniversary date of your account creation. Except with respect to the Services to which you subscribe on a monthly (or similar billing cycle) basis, we will endeavor, but are not obligated, to provide you with notice prior to the renewal of your Services at least fifteen (15) days prior to the renewal date.

Pricing for Services, renewals, and product upgrades and add-ons may vary based upon the date of your purchase. Additional payment terms may apply to the Services you purchase, as set forth in the applicable supplemental service and product agreements to this Agreement, on our website or as otherwise outlined in the applicable order process. Services to which you subscribe to on a monthly or recurring basis automatically renew on a recurring basis until the Agreement is properly terminated in accordance with its terms. We may, at any time, activate the auto-renew service for eligible Services in your account if it is not already activated. Further, we may provide you with an opportunity to opt-in to our automatic renewal process in accordance with the instructions (and subject to your agreement to the terms and conditions pertaining to that process) on our website or in the applicable order process. You agree that if you are enrolled in or otherwise utilizing our auto-renew service, we will attempt to renew your service at some point less than ninety

(90) days prior to its expiration [without notice to you]. Such automatic renewal for your Services, if successful, may be for a shorter term than the term for which you originally purchased your Services, but in no event shall such term be longer than the term then currently in place for the Services. Such automatic renewal for your Services, if successful,

shall be at the then current price for the Services. You further agree that, to turn off the auto-renew service for any of your Services with Provider, you must call our Customer Service, or you may be able to turn off such auto-renew service utilizing the online Account Manager associated with your Services. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then current term of the Services, and that we are authorized to charge your credit card or other payment method on file for the renewal of the Services. In any event, you are solely and absolutely responsible for the credit card or payment information you provide to Provider and must promptly inform Provider of any changes thereto (e.g., change of expiration date or account number). You acknowledge and agree that Provider may extend the expiration date on your credit card on file with us in order to protect against unwanted expiration of your Services and to allow for the automatic renewal thereof. In addition, you are solely and absolutely responsible for ensuring the Services are renewed. Provider shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the Services whether due to you, us or a third party. In order to process a renewal under our auto-renew service, we may use third-party vendors for the purpose of updating the expiration date and account number of your credit card or other payment method on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide us with the updated expiration date and account number for your credit card by comparing the information we have on file with the information the third-party vendor has on file. By selecting our auto-renew service, you acknowledge and agree that we may share your credit card or other payment method information with such third-party vendors for the purpose of obtaining any update to your credit card expiration date, account number or payment account.

In the event that you are not enrolled in auto-renew, or have opted out of auto-renew, and want to renew your Services, you acknowledge and agree you are responsible for actively renewing your Services and you further assume all risk and consequences if you wait until the end of the Services term or otherwise to attempt to renew any Services. If any Service is not successfully renewed prior to the expiration of its then current term, all your rights to such Service will terminate, and we will have no obligation to allow you to renew a Service once its expiration date has passed. Additionally, for domain name registration services, even if a registry administrator or third-party service provider provides a grace period to Provider upon expiration or termination of such Service, you acknowledge and agree that any post-expiration renewal or redemption processes implemented on your behalf are at our sole and absolute discretion, and may be subject to a late fee, reinstatement fee, redemption fee and/or other fee.

Without limiting any of Provider's rights hereunder, should any fee payment become delinquent, Provider may suspend or cancel your Services; provided, however, related charges will continue to accrue. You acknowledge and agree that Provider is not responsible whatsoever for any effect the suspension of Services might have. If Provider provides any Service discount to you and you default on payments or obligations as outlined herein, Provider may rescind all discounts and require full payment for the Services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. Provider further reserves the right to refer any amounts owed hereunder to a third party for collection in the event of default. In the event your account is sent to collection, you agree to pay all costs of collection, including costs, litigation and attorneys' fees. A \$20.00 (Twenty U.S. dollars) collection fee may be charged for all dishonored checks. Moreover, an additional fee may also be assessed for the following reasons: (i) late payment; (ii) payment with insufficient funds; (iii) denied or invalid credit card number; or (iv) the re-starting or reinstating of Services terminated for nonpayment. Provider will re-start or reinstate any such Service in our sole and absolute discretion and subject to our receipt of the applicable service fee, renewal fee or other fee. Provider may immediately suspend Services (in whole or part) if Provider reasonably believes continued performance may create legal risk, security risk, abuse risk, payment risk, or violations of law or third-party terms. Provider will make reasonable efforts to notify Client and resume Services once the issue is resolved.

If Customer initiates a chargeback, reversal, or payment dispute with respect to any fees paid to Provider, such action shall constitute a material breach of this Agreement, entitling Provider to immediately suspend or terminate all Services without notice and to pursue all available remedies to recover amounts owed, including collection costs and attorneys' fees. If for any reason Provider is unable to charge your Account or other payment method for the full amount owed for the Services provided, or if Provider receives notification of a chargeback, reversal, payment dispute or is charged a penalty for any fee it previously charged to your Account or other payment method, you agree that we may pursue all available lawful remedies in order to obtain payment, including, but not limited to, immediate cancellation, without notice to you, of any your Services (including domain names). We also reserve the right to charge you reasonable "administrative fees" or

"processing fees" for (i) additional tasks we may perform outside the normal scope of the Services; (ii) additional time and/or costs we may incur in providing the Services, and/or (iii) your noncompliance with this Agreement (as determined by us in our sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to: (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by Provider staff or by outside firms retained by us; (iii) recouping any and all costs and fees, including the cost of Services, incurred by Provider as the results of chargebacks or other payment disputes brought by

you, your bank or other payment method processor. These administrative fees or processing fees will be billed to the Account or other payment method you have on file with Provider.

CUSTOMER UNDERSTANDS AND AGREES THAT ALL PROVIDER FEES AND CHARGES ARE NONREFUNDABLE AND THAT PROVIDER MAY CHANGE ANY PRICE, FEE, RATE OR PLAN AT ANY TIME UPON NOTICE TO CUSTOMER IN ACCORDANCE WITH SECTION 26 (NOTICE) OF THIS AGREEMENT.

4. TERMINATION

A. Generally. Provider may terminate this Agreement or a Service immediately for any or no reason and without notice to you. Without limiting the foregoing, Provider reserves the right to suspend or terminate a Service or all Services immediately without notice to you if Provider determines, in its sole and absolute discretion, that you have failed to comply with your obligations as set forth in this Agreement. In the event of your chargeback by a credit card, charge card or other payment method, or other non-payment by you in connection with your payments of any applicable fees, you acknowledge and agree that all of your Services may be suspended, canceled or terminated, in our sole and absolute discretion and without notice to you.

Unless otherwise stipulated at the time of purchase, you may terminate this Agreement and the Services by contacting Provider Customer Service, whereby this termination request may be recorded, and the Services will terminate as of the end of the applicable, current billing period. Notwithstanding the foregoing, any termination of Subscription Website Services remains subject to the Minimum Term and early-termination obligations set forth in Section 2, and Customer remains liable for the balance of the Minimum Term as provided therein. You are responsible for all fees incurred up to and including the date of termination and upon termination you may receive a final bill reflecting the balance due for any remaining charges and agrees to pay all such fees incurred by you and/or via your utilization of the Services. If you order any Services by telephone and do not agree to be legally bound by this Agreement at that time, you must notify Provider within seventy-two

(72) hours from the time that Provider has sent you a welcome e-mail to your account e-mail address on record, that you desire to cancel such Services, whereby the Services will be cancelled, and a refund of any payments or fees already paid to Provider with respect to the order of the Services will be issued, with no further obligation by either Party. Your failure to notify Provider of cancellation of any Services as described above will indicate that you acknowledge and agree that you have read and understood this Agreement and agree to be legally bound by it.

Except as otherwise expressly set forth herein or on our website, Provider will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the billing cycle in which the termination is effective. Unless otherwise specified in writing

by Provider, you will not receive any refund for payments already made by you as of the date of termination, regardless of whether any related Services have been performed, and you may also incur additional fees and/or be obligated to pay us for the balance of your term (in the case of a monthly or annual subscription being paid over time, as provided in various supplemental service and product agreements). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Provider incurs in closing your account and you further agree to pay any and all costs incurred by Provider in enforcing your compliance with this Section. Upon termination, you must destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Service, if applicable. In addition to the terms set forth herein, certain Provider Services may have additional terms regarding termination, which are set forth in the applicable supplemental service and/or product agreements. Moreover, should you or we cancel or terminate your Services at any time prior to the completion of the applicable term, such cancellation or termination may result in our application of an early termination fee charged to your account, in our sole and absolute discretion and without notice to you.

B. Termination of Bundled Services. In addition to the Terms and Conditions set forth herein, if you purchase Provider Services which are sold together as a solution or bundled package of Services, any termination relating to any one such solution or bundled package will terminate all Provider Services included in such solution or bundled package. For instance, without limiting the generality of the foregoing, any domain name registered with or maintained by Provider under this Agreement (but not including any domain names you may have registered, either with Provider or a third-party registrar, separately and not as part of a bundled package) may be cancelled and may thereafter be available for registration by another party. You acknowledge and agree that upon any termination or cancellation of your solution or bundled package, the Terms and Conditions regarding transfer of expired domain names as described in this Agreement may apply. Upon the effective date of termination, Provider will no longer provide the solution or bundled package to you, any licenses granted to you will immediately terminate, and you must cease using such Services immediately; provided, however, that we may, in our sole and absolute discretion and subject to your agreement to be bound by the applicable agreements and to pay the applicable fees, allow you to convert certain Services included in the bundled Services to stand-alone Services.

C. Complimentary Upgrades and Services. Provider may, from time to time and at our sole and absolute discretion, offer complimentary Services or upgrades to Customer including e-mail, website hosting or other Services. Customer is required to use these Services

regularly to keep the accounts active, and Provider reserves the right to terminate complimentary accounts or Services that remain idle for a period of thirty (30) days or more. Complimentary Services may not be provisioned until such time as the Customer configures the account and logs in for the first time. It is your sole responsibility to keep your complimentary Service in active status by regularly logging into your account.

Complimentary upgrades and services may be temporary in nature and/or require you to renew the Service at the end of the designated complimentary time period at the then-current price for continued use.

5. OWNERSHIP

A. Generally. Except as otherwise set forth herein, all right, title and interest in and to: (i) all registered and unregistered trademarks, service marks and logos; (ii) all patents, patent applications and patentable ideas, inventions and/or improvements; (iii) all trade secrets, proprietary information and know-how; (iv) all divisions, continuations, reissues, renewals and extensions thereof now existing or hereafter filed, issued or acquired; (v) all registered and unregistered copyrights including, but not limited to, any forms, images, audiovisual displays, text and software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in or practiced in connection with any of the Provider Services identified herein (collectively, "Provider Intellectual Property Rights") are owned by Provider or its licensors, and you agree to make no claim of interest in or ownership of any such Provider Intellectual Property Rights. You acknowledge and agree that no title to the Provider Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in Provider's Service or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any derivative work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted), any such derivative work is owned by Provider and all right, title and interest in and to each such derivative work automatically vests in Provider. Provider has no obligation to grant you any right in any such derivative work.

B. Client Deliverables; Ownership After Payment. Upon full payment of all applicable project fees, Client owns the final website deliverables created specifically for Client under an applicable Statement of Work (including final page designs and Client-specific content), excluding Provider Background Technology, frameworks, templates, systems, hosting configurations, and reusable components. If Client cancels or fails to pay in full, Client receives no ownership rights to unfinished work or drafts unless Provider agrees in writing.

C. Website Transfer Assistance Upon written request following cancellation or termination of hosting services, Provider shall make commercially reasonable efforts to provide Client with website deliverable files sufficient for migration to another provider. Transfer assistance is limited to one (1) hour unless otherwise agreed in writing. Additional assistance shall be billed at Provider's then-current hourly rate.

D. Software Ownership and Licenses. Any software provided by Provider under this

Agreement (“Software”) and all worldwide intellectual property rights therein are the exclusive property of Provider. All rights in and to the Software not expressly granted to you in this Agreement are reserved by Provider. You acknowledge that the Software and its structure, organization and source code constitute valuable trade secrets of Provider. Accordingly, except as expressly allowed under this Agreement, you will not, either directly

or through a third party: (i) copy, modify, adapt, alter, translate or create derivative works from the Software; (ii) distribute, sublicense, lease, rent, loan or otherwise transfer the Software to any third party; or (iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software. In the event of expiration or termination of this Agreement for any reason, the Software licenses granted under this Agreement will automatically and immediately cease and you must destroy all copies of the Software or related documentation in your possession.

“Background Technology” means computer programming and formatting code or operating instructions developed by or for Provider and used to host or operate a Website or a web server in connection with a Website. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes and similar functions, as well as underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines and menu utilities, whether in database form or dynamically driven. Background Technology does not include any content provided by the Customer (“Customer Content”) or any derivatives, improvements or modifications of Customer Content. All rights to the Background Technology not expressly granted to you hereunder are wholly retained by Provider. Where such Background Technology is provided to you hereunder, you may not, either directly or through a third party, perform the following: (i) copy, modify, adapt, alter, translate or create derivative works from the Background Technology; (ii) distribute, sublicense, lease, rent, loan or otherwise transfer the Background Technology to any third party; or (iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Background Technology. In the event of expiration or termination of this Agreement for any reason, any Background Technology licenses granted under this Agreement will automatically and immediately cease and you must destroy all copies of the Background Technology or related documentation in your possession.

Certain additional features that Provider may make available to you may require access to and/or installation of additional software (including third-party software) that is subject to supplemental or independent terms and conditions (“Additional Software”). Similarly, Provider may make available “Additional Services” (including third- party services) that are subject to supplemental or independent service agreements or other related terms and conditions. You agree that you will not use such Additional Software or Additional Services unless you have agreed to the applicable service agreements and/or other related terms and conditions, including, but not limited to, your payment of additional fees as required.

Customer may be responsible to correct or provide the services necessary to remedy any programming error that occurs in the Background Technology or Software due to your modification or alteration of the Background Technology or Software licensed to you. If corrections are required for the Background Technology or Software due to any modifications by you, you shall be liable to Provider for the payment of any additional fees due to the additional technical assistance required to correct any errors due to such modifications.

E. Trademark Ownership, Licenses and Restrictions. Upon your election to use and pay the applicable fees for certain features of the Software or in conjunction with certain Services, Provider may grant to you a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to use and reproduce those trademarks expressly provided to you by Provider for use under this Agreement (the "Provider Marks"). The Provider Marks are solely for use in the display on those locations on your Website's webpages as designated by Provider in its sole and absolute discretion, and solely in accordance with any Provider Trademark Use Policy, which is incorporated herein by reference and that Provider may periodically change from time to time without notice to you. Provider grants you no rights whatsoever in the Provider Marks other than those expressly granted in this Section. You acknowledge and agree to Provider's exclusive ownership of the Provider Marks. You agree not to take any action inconsistent with such ownership and you agree not to adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the Provider Marks or in such a way as to create combination marks with the Provider Marks. At Provider's request, and in its sole and absolute discretion, you must immediately discontinue any use and display of the Provider Marks. You acknowledge and agree that, except with respect to the limited trademark license expressly granted in this Section, no licenses are granted by Provider with regard to any other trademarks, service marks or trade names owned by Provider, its subsidiaries or affiliates.

F. Ownership of Data. Provider owns the systems, databases, and tools it develops and uses to provide the Services, and all aggregated or anonymized performance and analytics data generated in the course of operating and improving the Services. Customer grants Provider a limited, non-exclusive license to use Customer account and usage information solely as necessary to provide, maintain, secure, and improve the Services and to communicate with Customer about the Services. Provider does not claim ownership of Customer's personal or business contact information or Customer Content, and Provider will handle such information in accordance with its Privacy Policy. This license ends when Customer's account is terminated, except for aggregated or anonymized data that no longer identifies Customer.

G. Use and Ownership of Images. The Services may contain, utilize or otherwise involve photo images (the "Images") and as such Provider may provide the Images to you in the process of providing the Services. The Images are either owned by Provider or licensed from a third party. Unless otherwise stipulated by Provider, your use of the Images is subject to the restrictions set forth in this Section and otherwise in accordance with this Agreement. Provided you are not in breach of this Agreement, you may perform the following actions subject to the restrictions set forth in this Section (upon termination of the Services or this Agreement all of your rights and licenses in and to the Images will immediately terminate):

- i. incorporate the Images into your own original work and publish, display and

distribute your work on the Website. You may not, however, resell, sublicense or otherwise make available the Images for use or distribution separately or detached from a product or webpage. For example, the Images may be used as part of a webpage design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by others. Similarly, you may be provided with copies of the Images (including digital files) as part of work product, but you are not permitted to use the Images separately or as part of any other product;

ii. back up, copy, or archive the Images as necessary for internal use, and only as necessary for that use. Any copy or archive you make must include the Image's copyright information; and

iii. In the normal course of workflow, convey to a third party (such as a printer) temporary copies of the Images that are integral to your work product and without which the product could not be completed.

With respect to the use of any Images, you may not:

i. create scandalous, obscene, defamatory or immoral works using the Images, nor use the Images for any other purpose which is prohibited by law; ii. use the Images

or any part of it as part of a trademark, service mark or logo. Provider and those third parties from whom they have licensed images retain the full rights to the Images, and therefore you cannot establish their own rights over any part of the Images;

iii. remove any copyright or trademark from any place where it appears on the Images or its accompanying materials;

iv. rent, lease, sublicense or lend the Images, or a copy thereof, to another person or legal entity without the express written consent of Provider;

v. transfer the rights to the Images, accompanying materials or storage media for the Images, except as specifically provided for in this Agreement. All other rights are reserved by Provider and those third parties from whom Provider has licensed images;

vi. reverse engineer, decompile, or disassemble any part of the Images, accompanying materials or storage media for the Images, subject to applicable law;

vii. copy or reproduce the Images, accompanying materials or storage media for the Images;

viii. display the Images in any digital format or for any digital use at a resolution greater than 640x480 pixels, except in editorial or preliminary design work. Doing so will be viewed as an attempt to distribute the Images in violation of this Agreement;

ix. re-sell, distribute or sub-license the Images, storage media for the Images, or the rights to use the Images to anyone for any purpose, except as specifically provided for in this Agreement; or x. use the Images in any way that could be considered defamatory, libelous, pornographic, immoral, obscene or fraudulent, either by making physical changes to the Images or in the juxtaposition of the Images to accompanying text. You agree not to use Images as part of any use involving sensitive subject matter, as determined by Provider in its sole and absolute discretion, including, but not limited to, the following sensitive subjects: all sexual issues, sexually transmitted diseases, substance abuse, alcohol, tobacco, cancer, mental ailments, alternative lifestyle issues and physical or mental abuse, without advance written consent from Provider and any model in such Image. Sensitive subject usage pertains to both commercial and editorial uses.

6. HIPAA DISCLAIMER

The Services do not comply with the U.S. Health Insurance Portability and Accountability Act ("HIPAA"). You are solely responsible for compliance with all applicable laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information.

Informic does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Users requiring secure storage of "Protected Health Information" as defined under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "Protected Health Information," is a material violation of this Agreement, and grounds for immediate account termination. Informic does not sign "Business Associate Agreements," and you agree that Informic is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact us at abuse@informic.app

7. CUSTOMER RESPONSIBILITIES

A. Generally. You shall be responsible for the following (whereby you agree that your failure to perform these responsibilities shall be deemed a material breach of this Agreement):

- i. providing current and updated Customer information (including, but not limited to, your name, address, e-mail address, postal address, phone and fax numbers) for Provider's use in contacting you regarding the Services and otherwise as necessary with regard to the Services and checking those points of contact throughout the term of this Agreement for notices and/or updates from Provider;
- ii. providing Provider with all necessary information, data, text, music, sound, images, photographs, graphics, video, messages, tags, custom images (including, but not limited to, design, pamphlets, brochures, logos and other images) and other materials (collectively, the "Content") to be used in connection with your website or online store (the "Website") or otherwise for use in conjunction with the Services, other than that Content which Provider expressly agrees to supply;
- iii. acquiring any authorizations necessary to use the intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;

- iv. contacting Provider for all changes, modifications and enhancements to the Website and/or Services starting from the date of sale and otherwise remaining engaged in the related processes;
- v. providing Provider with unrestricted access to the Website and/or related accounts as needed for Provider to provide the Services hereunder;
- vi. granting to Provider and its subcontractors the necessary rights and licenses with respect to the Website, the Content and materials related thereto in order to carry out obligations under this Agreement;
- vii. allowing Provider to make a reasonable number of archival or backup copies of the Website as deemed necessary by Provider in providing the Services; viii. ensuring that you maintain a current and complete backup of your Content at all times;
- ix. obtaining Internet connectivity to access the Website, to send and receive e-mail and to otherwise access and utilize the Internet;
- x. reviewing and adhering to any end user-facing policies and/or terms provided by Provider for use on your Website (i.e., a customer privacy policy), and further revising any such policy to accurately reflect your business practices; and
- xi. contacting Provider with notice of your decision to cancel or discontinue the Services.

IF NO SUCH NOTIFICATION IS GIVEN TO PROVIDER BY YOU, PROVIDER WILL ASSUME YOU ARE SATISFIED WITH AND ACCEPT ALL SERVICES, AND PROVIDER WILL BILL ANY RELATED SERVICE FEES DIRECTLY TO YOUR TELEPHONE BILL, CREDIT CARD, AUTOMATED CLEARING HOUSE (ACH), ACCOUNT, OR OTHER PAYMENT METHOD PROVIDED OR OTHERWISE IDENTIFIED BY YOU.

Depending on the Services you elect to receive, you may also be responsible for establishing and maintaining a commercial relationship with a financial institution or money transmitter such as a credit card processor, bank or PayPal. The terms of any such relationship are between you and that entity and such terms may be more restrictive or place limits on your use of the Services; you should therefore contact those entities for more information regarding such terms where applicable.

B. Website Control and Content. Unless otherwise expressly stated herein, you will be solely responsible for the development, maintenance and operation of your Website, including the accepting, processing and filing of customer orders generated through your

Website, and handling any customer inquiries, complaints or disputes arising from orders or sales generated through your Website. Automatic backup services may be available for database backup and website backup depending on the Services you elect to receive. For backup on demand services in database backup and website backup, all backups done by you will be counted towards existing storage capacity selected in the Services you receive. Backup services are not guaranteed and you agree that Provider has no obligation to hold backup information for a specified period of time nor is all backup information guaranteed to be available at all times. If backup services are not available to you or you elect to opt out of the backup services, you agree that Provider has no obligation to backup any data

related to your Website's Content, data or operation and you should independently take appropriate steps to maintain such data in accordance with your needs and requirements.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IT IS SOLELY CUSTOMER'S DUTY AND RESPONSIBILITY TO BACKUP CUSTOMER'S WEBSITE, CONTENT, FILES AND/OR DATA, AND UNDER NO CIRCUMSTANCE WILL PROVIDER BE LIABLE TO ANYONE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY FOR LOSS OF CUSTOMER WEBSITE, CONTENT, FILES AND/OR DATA.

You will be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the Content on your Website, regardless of whether Provider provides any design or customization Services to you under this Agreement, including all descriptions of the products and services you offer to customers of your Website and user-generated Content on and related to your Website. When acting as a conduit, Provider will give you discretion over your Content provided it is compatible and interoperable with any Services or Provider Software provided under this Agreement. You retain all rights, title and interest in and to all intellectual property rights embodied in the Content, exclusive of any Content provided by Provider.

You acknowledge that, when providing you with the ability to publish and distribute your own or third-party products, services or Content on your Website, Provider and its Software are acting only as passive conduits for the publishing and/or distribution of such products, services or Content. Provider has no obligation to you or any third party, and undertakes no responsibility to review your Website, the products or services listed therein or any other Content, including, but not limited to, user-generated Content published and/or distributed on your Website to determine whether any such product, service or Content may incur liability to third parties.

Except as otherwise stated in this Agreement, you are to be considered the owner of all Customer Content. During the period that Provider provides Services to you pursuant to this Agreement, you hereby grant to Provider and its subcontractors a limited, non-

exclusive, royalty-free, worldwide license to copy, reproduce, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use your Website and the Content solely for the purpose of rendering the Services hereunder. You also acknowledge and agree that Provider reserves the right to use your domain name and your Website screen shots in Provider's portfolio and/or other advertising and promotional materials as provided for above.

In the event that you post Content or allow your users to upload Content onto your Website, you agree to designate a copyright agent under the Digital Millennium Copyright Act (the "DMCA") (see 17 U.S.C 512(c)(3) for further detail). In the event that a copyright holder contacts Provider's copyright agent under the DMCA, you acknowledge and agree that Provider may take all necessary action as required under the DMCA in its sole and absolute discretion, including removing Content from your Website.

C. Customer Collection; Use of Visitor Data; Privacy Policy. You are solely responsible for maintaining all Customer Data that is collected by or disclosed to you in trust and confidence and use and disclose such information solely in accordance with your privacy policy. You must post, maintain and adhere to your privacy policy that informs your Website customers what Visitor Data is collected, how it is used, the effective date of your privacy policy and how customers of your Website can learn of changes to your privacy policy. You shall include a hyperlink to your privacy policy on the home page of your Website and on all pages where you collect Visitor Data. In addition, you must prominently include within your posted privacy policy a statement notifying your customers that your Website is hosted by Provider and that Provider has access to aggregated information about customers of your Website in order for Provider to analyze performance and make improvements to Provider products.

D. Accurate Information. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update the information you provided to us when purchasing our Services as needed per our modification procedures in order to keep the information current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our Services. You agree that Provider (itself or through its third-party service providers) is authorized, but not obligated, to use Coding Accuracy Support System ("CASS") certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Provider may use and

rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices, order confirmations and other important account information) as though such changes had been made directly by you.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer hereby represents and warrants as follows:

- i. Customer can form legally binding contracts under applicable law;
- ii. Customer is at least eighteen (18) years old and is responsible for supervising the activities of any underage user;
- iii. To Customer's knowledge, there is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement;
- iv. Entering into this agreement or otherwise purchasing the Services will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default or result in a termination of, any agreement or instrument to which Customer is a Party;
- v. Customer has taken all actions required by applicable law and have obtained all consents which are necessary to authorize or enable it to enter into this Agreement and/or purchase the Services;
- vi. To the extent that Customer is a business entity, the individual ordering the Services or otherwise entering into this Agreement on behalf of Customer has been duly authorized and is empowered to bind Customer business entity to this Agreement;
- vii. Informic Authority / Authorized Personnel. Customer acknowledges and agrees that Informic LLC may perform Services through its owners, officers, employees, contractors, and designated project leads. Customer further acknowledges that the individual executing this Agreement on behalf of Informic LLC is an authorized representative with authority to bind Informic LLC, and that communications from Informic personnel and project leads are valid and binding for project execution.
- viii. Customer shall ensure the accuracy of the materials provided to Provider, including, but not limited to, Content, descriptive claims, warranties, guarantees, nature of business, and contact information;
- ix. Customer shall acquire any authorization necessary for hypertext links to third-party websites used on your Website or otherwise in conjunction with the Services;
- x. To the extent Customer gathers any personal information about visitors to your Website, Customer shall not share that personal information with any third party without first obtaining a visitor's consent;
- xi. Customer will not provide Content or other materials, or use the Services in any manner that either directly or indirectly infringes any rights of a third party;

- xii. Customer's Content, other materials provided in conjunction with the Services, and use of the Services will in all respects conform to all applicable laws and regulations;
- xiii. Customer shall use the Services in complete accordance with Provider's Acceptable Use Policy;
- xiv. For all domain names or uniform resource locators used by Customer in conjunction with the Services (collectively the "URLs"), any name or word submitted to be used as all or part of a domain name or URL does not infringe any trademark or any third party's domain name rights; and
- xv. Customer has a good faith intention to use any domain name or URL it requests in connection with the Services and is not merely "cybersquatting" (i.e., obtaining a domain name merely for the purpose of selling the rights to the domain name or subdomain to a third party).

For any and all end user-facing policies and/or terms provided by Provider to Customer for use on Customer's Website (i.e., a Customer privacy policy), Customer shall review and fully adhere to any such policy. Customer acknowledges and agrees that it is solely responsible for revising any such policy to accurately reflect Customer's business practices. You agree that, if you are using the Services for a third party, you represent and warrant that you have: (i) provided notice to that third party of your intent to purchase the Services; (ii) obtained that third party's express consent to purchase the Services on its behalf; and (iii) the authority to nonetheless bind that third party as a principal to all Terms and Conditions provided herein, including the Uniform Domain Name Dispute Resolution ("UDRP") process. (Click [here](#) for a current copy of the UDRP). You accept sole and absolute liability for harm caused by the wrongful use of the Services.

Customer represents and warrants that the individual executing this Agreement on behalf of Informic LLC is an authorized representative acting within the authority granted by Informic LLC ownership and management. Customer acknowledges that project communications may be conducted by Informic employees, contractors, or project leads acting under such authority.

9. ACCOUNT ACCESS

To access or use the Services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase, or for the unauthorized access to your account(s) as a result of

same. You agree that we may log off, terminate, or cancel any account that is inactive for an extended period of time.

10. PRIVACY, DISCLOSURE AND USE OF INFORMATION

Our Privacy Policy is located on our website at <https://informic.app/privacy> The Privacy Policy sets forth your rights and responsibilities and our rights and responsibilities with regard to your personal information. You agree that we, in our sole and absolute discretion, may modify our Privacy Policy. We will post any such revised Privacy Policy on our website and any such Privacy Policy is effective upon posting. You agree to periodically review our websites, including the current version of our Privacy Policy. You agree that, by using our Services after modifications to the Privacy Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the supplemental service and product agreements. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our Privacy Policy. You represent and warrant that you have provided notice to, and obtained consent from, any third-party individuals whose personal data you supply to us as part of our Services with regard to: (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, correct the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party's personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

You acknowledge and agree that pursuant to Provider's Privacy Policy Provider may make available information you provide or that we otherwise maintain to such public or private third parties as applicable laws require or permit, including, but not limited to, making publicly available, or directly available to third parties, some or all of such information as follows: (i) for inspection by law enforcement officials (including in the case of potential criminal activity); (ii) to respond to criminal and civil subpoenas and court orders that reasonably appear to be valid; (iii) in connection with the sale of all or certain of our assets; (iv) to enforce or apply the terms of this Agreement; and (v) to protect the rights, property or safety of Provider, our users or others, whether during or after the term of your use of the

Services. Provider reserves the right to report activity that it believes to be potentially criminal to the appropriate law enforcement agencies.

You hereby consent to any and all such disclosure and the use of guidelines, limits and restrictions on such disclosure or the use of information provided by you in connection with the registration of a domain name or use of any Services (including any updates to such information), whether during or after the term of your registration of a domain name or other Services. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you to Provider.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Provider will take reasonable precautions to protect the information it obtains from you from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. You acknowledge and agree that Provider shall have no liability to you or any third party to the extent such reasonable precautions are taken.

In the event that (i) in applying for any Services or the registration of a domain name you are providing information about a third party or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement and (b) obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be a sufficient basis in our sole and absolute discretion to cancel your domain name registration or other Services. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to an inquiry by Provider concerning the accuracy of contact information details associated with your domain name registration

shall constitute a material breach of this Agreement and is a sufficient basis for the cancellation of your domain name registration.

Without limiting your obligations under this Section of the Agreement, you agree that Provider (itself or through its third-party service providers) is authorized, but not obligated, to use certain address or billing correction services to update and/or to change any address or billing information associated with your account (including, without limitation, registrant address, billing contact address and credit card information), and you agree that Provider may use such changed information for all purposes in connection with your account (including the sending of renewal notices, invoices, order confirmations or for automatic renewal charges).

You acknowledge and agree that communications with us are not private and may be published either in their entirety or in edited form at any time, at the sole and absolute discretion of Provider.

Each Party agrees to keep confidential all non-public business, technical, financial, or operational information received from the other Party in connection with the Services. Confidential Information shall not be disclosed to third parties except as required to perform Services or as required by law.

11. DISCLAIMER/WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK, AND THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHERMORE, PROVIDER DOES NOT WARRANT THAT THE SERVICES AND/OR ANY INFORMATION OBTAINED THEREBY WILL BE COMPLETE, ACCURATE, UNINTERRUPTED, SECURE OR ERROR FREE. PROVIDER FURTHER MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. PROVIDER NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMERS OR STORED BY CUSTOMERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY PROVIDER OR PROVIDER'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. PROVIDER DOES NOT GUARANTEE THAT CUSTOMERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. PROVIDER DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS

COMPATIBLE WITH ANY SERVICE OR PROVIDER IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PROVIDER DOES NOT GUARANTEE RANKINGS, TRAFFIC, CONVERSIONS, SALES, REVENUE, LEAD VOLUME, OR BUSINESS OUTCOMES. ANY EXAMPLES, PROJECTIONS, OR ESTIMATES ARE ILLUSTRATIVE ONLY.

12. LIMITATION OF LIABILITY

You acknowledge and agree that Provider will not be liable under any circumstances to you or any other party, person or entity for any damages or losses that may result from the following:

- i. TERMINATION, SUSPENSION, LOSS OR MODIFICATION OF YOUR SERVICE;
- ii. USE OF OR INABILITY TO USE THE SERVICE;
- iii. INTERRUPTION OF BUSINESS;
- iv. ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, TO WEBSITES ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME);
- v. DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION;
- vi. EVENTS BEYOND PROVIDER'S AND ITS SUBCONTRACTORS' CONTROL;
- vii. APPLICATION OF ANY APPLICABLE LAW, REGULATION OR PROVIDER POLICY (INCLUDING, BUT NOT LIMITED TO, ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION ADOPTED POLICIES);
- viii. PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION;
- ix. DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS;
- x. TRANSACTIONS CONDUCTED ON A USER WEBSITE, INCLUDING FRAUDULENT TRANSACTIONS;
- xi. LOSS INCURRED IN CONNECTION WITH YOUR SERVICES, INCLUDING, BUT NOT LIMITED TO, E-COMMERCE TRANSACTIONS;
- xii. LOSS OR LIABILITY RESULTING FROM ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT (This includes loss of data resulting from delays, non deliveries, mis-deliveries or service interruptions caused by Provider's own negligence or your errors or omissions, or due to inadvertent release or disclosure of information sent

by service interruptions caused by Provider's own negligence or your errors or omissions, or due to inadvertent release or disclosure of information sent by you.);

xiii. LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT NUMBER, PASSWORD OR SECURITY AUTHENTICATION OPTION;

xiv. UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; xv. STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICES; xvi. LOSS OR LIABILITY RELATING TO THE DELETION OF OR FAILURE TO STORE E-MAIL MESSAGES; xvii. VIOLATION OF ANY THIRD PARTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, INTELLECTUAL PROPERTY RIGHTS AND ANY OTHER PROPRIETARY RIGHTS;

xviii. LOSS OR LIABILITY THAT YOU MAY INCUR IN CONNECTION WITH PROVIDER'S PROCESSING OF YOUR APPLICATION FOR PROVIDER'S SERVICES, THE PROCESSING OF ANY AUTHORIZED MODIFICATION TO YOUR DOMAIN NAME RECORD, OR YOUR AGENT'S FAILURE TO PAY ANY FEES, INCLUDING THE INITIAL REGISTRATION FEE OR RE-REGISTRATION FEE; AND

xix. ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICES.

Provider disclaims any responsibility for any Content, goods and services sold by you or otherwise made available through your Website, or the quality or accuracy of any information on your Website. Provider will not endorse, warrant, or guarantee any product or service offered through your Website, and will not be a party to or in any way monitor any transaction between you and third-party purchasers of products or services offered through or resulting from the services or use of your Website, including, but not limited to, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service or merchandise agreements. Additionally, the Provider website may contain links to other Internet websites or resources (including partner websites or third-party advertising on a Provider website). You acknowledge and agree that neither Provider nor any third party are responsible or liable in any way for (i) the availability or accuracy of linked websites or resources or (ii) the content, advertising or products on or available from such linked websites. The inclusion of any link on our website does not imply that Provider or a third party endorses any of the linked websites, and you agree to use the links at your own risk.

Additionally, Provider will not be liable to you for any indirect, special, incidental or consequential damages of any kind, (including, but not limited to, lost profits, goodwill, data, the cost of replacement goods or services, business interruption or other intangible losses), whether foreseeable or not, regardless of the form of action, whether in contract

or tort, including negligence, even if Provider has been advised of the possibility of such damages.

Provider's aggregate liability shall not exceed the total amount paid by you to Provider for the Services giving rise to the claim during the twelve (12) months preceding the event, and you acknowledge and agree that this will be your exclusive remedy. You agree that Provider's entire liability, in law, equity or otherwise, with respect to any Services provided under this Agreement and/or for any breach of this Agreement, is solely limited to the amount you paid for such Services during the term of this Agreement, except as otherwise limited herein. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states Provider's liability is limited to the maximum extent permitted by law.

You acknowledge and agree that any claim or cause of action arising out of or related to this Agreement or any of Provider's Services must be filed within one (1) year after such claim or cause of action initially arose or such claim or cause of action is permanently barred.

You further agree that any dispute or disagreement relating to or arising out of this Agreement or the Services shall be resolved on an individual basis. As such you acknowledge and agree that you may not bring a claim that relates to or arises out of this Agreement or the Services as a plaintiff or a class member in a class action, a consolidated action or a representative action. You acknowledge and agree that class actions, representative actions, private attorney general actions, and consolidation with other actions are not permitted.

13. INDEMNIFICATION

You agree to release, indemnify, defend and hold harmless Provider and Provider's officers, directors, employees, agents, subsidiaries, partners, contractors, shareholders, attorneys, assigns and affiliates from and against any loss, liabilities, damages, costs, or expenses, including reasonable attorneys' fees, resulting from any third-party claim, action or demand arising under or relating to:

- i. this Agreement or the breach of Customer warranties, representations and obligations under this Agreement or any other Provider term, rule, policy or agreement;
- ii. Customer's failure to perform in accordance with this Agreement;
- iii. Customer's use of the Services;

- iv. the Website, Content and/or URLs;
- v. Customer's violation of any third-party rights; or
- vi. Customer's application for and registration of, renewal of, or failure to renew a particular domain name.

You agree that this indemnification obligation survives this Agreement's termination or expiration. You agree to give prompt, written notice to Informic upon the receipt of notice of any claim by a third party against you which might give rise to a claim against Informic, stating the nature and basis of such claim and, if ascertainable, the amount thereof.

When Provider is threatened with a lawsuit or is sued by a third party, Informic may seek written assurances from you concerning your promise to indemnify Informic. Such assurances may, without limitation, be in the form of a deposit of money by you to Provider or its representatives to cover Informic's fees and expenses, including, but not limited to, reasonable attorneys' fees, in any such lawsuit or threat of suit. Your failure to provide such assurances shall be considered by Provider to be a material breach of this Agreement. Provider shall have the right to participate in any defense by you of a third-party claim related to your use of any of Provider's Services, with counsel of Provider's choice. Provider shall reasonably cooperate in the defense at your request and expense. You shall have sole and absolute responsibility to defend Provider against any claim, but you must receive Provider's prior written consent regarding any related settlement.

The use of Provider's Services to transmit certain kinds of information (including, but not limited to, computer software and other technical data) may violate export control laws and regulations of the United States, whether that information is received abroad or by foreign nationals within the United States. Since Provider exercises no control whatsoever over the information that is received abroad or by foreign nationals within the United States, you agree to comply with all export and import requirements as referenced herein. Since Provider exercises no control whatsoever over the content of information passing through its Service, the entire burden of complying with all applicable laws and regulations is your obligation. You agree to comply with such applicable laws and regulations and to indemnify and hold Provider harmless from any damages it may suffer resulting from any violation of the export control laws of the United States.

14. WAIVER

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

15. SEVERABILITY

You agree that the terms of this Agreement are severable. If any provision or portion of any provision of this Agreement is declared illegal, invalid or unenforceable by a court of competent jurisdiction that term or provision will not affect the remainder of this Agreement. This Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the Parties; and the remaining terms and provisions will remain in full force and effect.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, Provider will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Provider as reflected in the original provision. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

16. FORCE MAJEURE

Neither Party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) caused, directly or indirectly, by forces beyond such party's reasonable control, including without limitation, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, epidemics, pandemics, lockout or boycott.

17. ENTIRE AGREEMENT

This Agreement, as well as any Additional Terms, together with all modifications thereto, constitute the entire agreement between the Parties concerning your use of the Services and any other subject matter related to this Agreement. This Agreement supersedes all prior discussions, proposals and agreements between the Parties with respect to the subject matter hereof. You may not waive, modify or supplement this Agreement, in whole or in part, except as permitted by Provider in writing. Provider reserves the right, in its sole

and absolute discretion, to unilaterally change, modify and/or revise the Agreement, and any Additional Terms, from time to time. Such changes, modifications or revisions shall be effective immediately upon posting to Provider's website, and are provided to you via the Notice provisions set forth below and it is implied you have accepted, and to be apprised of and bound by, any such modifications or revisions to the Agreement through your continued use of the Services. In the event of any conflict between this Agreement and any plan-specific or supplemental service agreement, the plan-specific agreement shall control with respect to scope, fees, and project-specific terms, and this Agreement shall control as to all other matters.

18. HEADINGS AND INTERPRETATION

The section headings contained in this Agreement are inserted for convenience only and do not affect in any way the meaning or interpretation of this Agreement.

19. CONFLICTS WITH OTHER AGREEMENTS

In the event of any conflict between this Agreement and the terms and conditions governing your use of any Services provided by Provider's third-party service providers or any registry administrator, this Agreement shall govern as it relates to any rights, obligations and remedies as between you and Provider.

20. ASSIGNMENT

You may not assign or transfer this Agreement or any of its interests, rights or obligations hereunder without the prior written consent of Provider. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Provider may assign its rights and obligations under this Agreement and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without notice to or consent of the Customer. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. AGENCY

This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between you and Provider. Neither Party has the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other Party or its affiliates, whether express or implied, or to bind the other Party or its affiliates in any respect whatsoever. The relationship between you and Provider is limited to the responsibilities and obligations of both Parties as established in this Agreement.

22. NO THIRD-PARTY BENEFICIARIES

You acknowledge and agree that nothing herein, express or implied, is intended to nor is to be construed to confer upon or give to any person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.

23. EXPORT RESTRICTIONS AND PROHIBITED TRANSACTIONS

You acknowledge and agree that you shall not import, export or re-export directly or indirectly, any commodity, including your products incorporating or using any Services, in violation of the laws and regulations of any applicable jurisdiction. You warrant as Customer, agent and/or licensor of Customer, that you are not acting on behalf of, any person or entity that is prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. laws and regulations including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"). In addition, you are not acting on behalf of, any person or entity that is a Specially Designated National ("SDN"), as OFAC may designate from time to time. In addition to all other rights and remedies available to Provider under this Agreement and at law and in equity, your breach of this Section will result in immediate termination of the Agreement and forfeiture of any and all Services or amounts previously provided, paid and/or owed to Customer under this Agreement.

24. U.S. GOVERNMENT USERS

In the event any Software is provided by Provider to a U.S. Government User, the Software and accompanying documentation which are used as part of the Provider Service are "commercial items," as such terms are defined at 48 C.F.R. 2.101 (Revised Oct 2002), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Revised Oct 2002) and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (Revised Oct 2002), all U.S. Government entities acquiring the use of the Service and accompanying documentation only have those rights set forth herein.

25. SURVIVAL

In the event of termination of the Agreement, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 22, 23, 24 and 25 of this Agreement survives such expiration or termination, as applicable.

26. GOVERNING LAW AND VENUE

Except as otherwise set forth in UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, this Agreement shall be governed by the laws of

the United States of America and the State of Indiana, without regard to conflict of law principles, as if the Agreement was a contract wholly entered into and wholly performed within La Porte County in the state of Indiana. The application of the United Nations Convention of Contracts for the International Sale of Goods (“CISG”) is expressly excluded.

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over a domain name registration, you agree that any judicial proceeding relating to or arising under this Agreement or the Services will be instituted only in a federal or state court of competent jurisdiction in La Porte in the State of Indiana. You consent to the personal jurisdiction of such court and waive the right to challenge the jurisdiction of such court and waive the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or forum non conveniens, or to otherwise seek a change of venue.

You agree to waive the right to trial by jury in any action that takes place relating to or arising under this Agreement or the Services (acceptance of this Agreement, means you no longer have the right to a jury trial). You also agree to waive the right to file a class action claim relating to or arising under this Agreement or the Services.

In the event a claim is brought against Provider in a foreign jurisdiction (a court other than in La Porte County, Indiana), Provider will file to have the claim dismissed per your acceptance of this Agreement existing at the time of your purchase of Services and your continued use of the Services as evidence of acceptance of the Agreement and this Section.

The Parties agree that the foregoing obligation is independent from all other obligations herein. You acknowledge that, in the event you initiate a judicial proceeding in any court other than one of the aforementioned courts in La Porte County, Indiana, Provider may, and likely will, incur costs and expenses, including attorneys’ fees, to enforce the agreement of the Parties regarding the court where litigation relating to or arising out of this Agreement or the Services shall be instituted. You expressly agree that Customer will reimburse Provider for any such costs and expenses, including, but not limited to, attorneys’ fees, incurred by Provider within ten (10) days of receiving a written demand from Provider for such reimbursement. You further agree that if you do not timely reimburse Provider within ten

(10) days of receiving a written demand for reimbursement, you will be responsible for, and agree to pay, all costs and expenses, including, but not limited to, attorneys’ fees, incurred by Provider in seeking to collect or recover from you the amount reimbursable by you under this Section.

27. NOTICE

All mail Notices from Provider to you are deemed effective when: (i) sent by certified mail, return receipt requested or by Federal Express or other recognized overnight delivery service to your last known mailing address; (ii) sent via e-mail to your last known Customer contact e-mail address; or (iii) posted on <https://www.informic.app> and/or any of the applicable pages linked thereto, as updated from time to time.

When you provide contact information to Provider, you expressly agree that Provider may use this information to contact you in any format or manner Provider chooses (including but not limited to by telephone, fax, SMS text, email or direct mail). Provider may, but has no obligation to, send a single notice by various means of delivery (i.e., fax, e-mail, certified mail or express mail). In no event shall Provider be liable to you for choosing to send notice in one manner or format over another.

You authorize Provider to contact you via the contact information provided in your account information that Provider deems is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

You shall give Notice to Provider by contacting Provider's Customer Service pursuant to the contact methods listed on Provider's Website or otherwise provided by Provider.