

TERMS OF SERVICE

Effective January 7, 2022

These Terms of Service, together with any applicable Service Descriptions and Orders and other terms and attachments referencing these Terms of Service (collectively, the **"Agreement"**) form a binding agreement between you (**"you"** or **"your"**) and Liquid Web, LLC or on behalf of one or more of its brands, identified at <https://www.liquidweb.com/our-brands/> (**"we"** or **"us"**). The purpose of this Agreement is to provide a framework governing your use of our products and services (the **"Services"**).

YOU SHOULD CAREFULLY READ THIS AGREEMENT. YOUR ACCESS TO AND USE OF THIS SERVICES ARE GOVERNED BY THIS AGREEMENT. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL OTHER APPLICABLE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES.

1. SERVICES

This Agreement contains general terms for all Services you order from us pursuant to one or more orders (each, an **"Order"**). Additional terms and conditions that apply to each type of Service may be set forth in the Order as well as separate service descriptions (each a **"Service Description"**), which will be published on our website or otherwise made available to you. In the event of any conflict between this Agreement and the terms of any Service Description or Order, precedence will be given in the following order: (a) the Order; (b) the Service Description; and (c) this Agreement.

We will provide technical support services for the Services (**"Support"**) via phone, email and live chat based on the level of Support you purchase and as further detailed in your account or as made available on our website. Support is only available to the customer named in the Order; we have no obligation to provide Support to any other party. Support does not include assistance with Third Party Products (as defined in Section).

We will provision the Services to operate within the technical standards of performance or service levels, if any, set forth in the applicable Service Description, Service Level Agreement (as defined in Section 10), or Order. Your sole and exclusive remedy for any failure to meet the applicable technical standards of performance or service levels shall be as specified in the applicable Service Description, Service Level Agreement, or Order.

We and our licensors are the owner of the Services and related documentation and retain all title and proprietary rights thereto. You neither own nor will you acquire any claim or right of ownership to any Services or associated documentation. We grant you a limited, nonexclusive, nontransferable right to access and use the Services and related documentation in accordance with this Agreement. If you are under 18, it may use the Services only with the involvement of a parent or guardian. You may not use any Services or materials after the expiration or termination of your Order for the Services. You shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any materials made available by us. We reserve the right to refuse to provide you with our Services in our sole discretion and without notice.

All plug-ins and add-ons provided as part of the Services, unless otherwise stated, are licensed under the GNU General Public License (<http://www.gnu.org/licenses/gpl.html>) version 2.0 or later.

2. AMENDMENT TO TERMS

We may from time to time make changes to the terms of this Agreement, including the Service Descriptions and Support details, and will notify you of such changes by posting them on our website or otherwise communicating them to you. You shall periodically check our website for such changes. Your continued use of our Services or Support after such changes have been communicated constitutes your agreement to the updated terms.

3. FEES, PAYMENT TERMS AND REFUNDS

You are responsible for all fees for the Services in the amounts set forth on the applicable Order/invoice, which may be posted to your account (**"Fees"**). We may increase Fees upon thirty (30) days' notice as follows: (a) for Services provided on a month-to-month term, we may increase Fees effective the first day of the next month following the notice period; and (b) for Services provided over a term greater than one month, we may increase fees for the Services as of the first day of the next Renewal Term (as defined in Section 8).

Unless we approve of another payment method in writing, we will charge your credit card monthly, in most cases without invoice. If another method of payment has been approved, we will provide you an invoice via electronic mail no later than two (2) days after the invoice date to the email address(es) designated in your Order. You must provide us at least thirty (30) days' advance written notice of any changes to your billing email address(es). Billing commences on the first day the Services are made available to you. Recurring Fees will be charged/invoiced monthly. Non-recurring Fees will be included on the invoice for the applicable installation or Service changes. You waive the right to dispute any charges not disputed within thirty (30) days' of a charge or invoice date.

If any amount is not paid when due, we may impose a late charge in an amount equal to one and one-half percent (1 ½%) (or the maximum legal rate, if less) of the unpaid balance per month. You will reimburse us for all expenses we incur, including reasonable attorney fees, in collecting any amounts past due under this Agreement. We may also suspend Services if you fail to pay any Fees when due. If payment is

returned for insufficient funds or bank charges, you shall reimburse us for all associated processing charges as well late charges to the extent applicable. Delivery of the Services is subject to the continuing approval of your creditworthiness. You shall furnish financial information as we may reasonably request to determine your creditworthiness.

You are responsible for the payment of all governmental assessments, surcharges, and fees pertaining to its use of the Services (other than taxes on our net income). We will not invoice you for any taxes if you provide us with valid certificate(s) of exemption. If you fail to provide or maintain the required tax exemption certificate(s), you shall indemnify, defend and hold us harmless from any damages or liability we incur, and we may back-bill you for all applicable taxes.

Except as otherwise provided herein, all Services are non-cancellable and all Fees are non-refundable, and you are not entitled to any refund for any Services purchased hereunder.

4. YOUR RESPONSIBILITIES AND USE RESTRICTIONS

You assume total responsibility for your and your user's use of the Services, and you are responsible for all acts and omissions of your users in connection with receipt or use of the Services. You and your users must at all times abide by our Acceptable Use Policy, available at <https://www.liquidweb.com/about-us/policies/acceptable-use-policy>. You agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the Services.

You and your users must use the Services in compliance with all applicable laws, rules and regulations, including but not limited to all data protection and privacy laws, as well as laws relating to unsolicited commercial electronic messages. You must obtain and maintain all applicable licenses, permits and approvals for the use of the Services required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.

Except to the extent included with the Services, you are responsible for the installation, operation, and maintenance of all hardware, software, equipment and services, including internet access, necessary to access and use the Services ("**Third Party Products**"), and for ensuring the same is up to date. We are not responsible for the transmission or reception of information by such Third Party Products. If any Third Party Products impairs your use of the Services, you are still responsible for payment of Fees. If we notify you that a Third Party Product is causing or is likely to cause an issue with the Services, you must eliminate the issue or use a different Third Party Product, and we may suspend our provision of Services until the issue is corrected. Upon your request, we may assist you with resolving technical difficulties caused by the Third Party Products at our current rates. If any changes in Service cause Third Party Products to become obsolete, require modification or alteration, or otherwise affect performance of such Third Party Products, you, not us, are responsible for modifying, altering or replacing the affected Third Party Products.

The Services are not intended to be used for or in connection with life support, life sustaining, nuclear or other applications in which failure of such Services could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. You represent and warrant that you will not use the Services in such applications, and you agree that we are not liable, in whole or in part, for any claim or damage arising from your use of Services in such applications.

Except for hosting Services provided by our data center in Amsterdam, NL, the Services are hosted in the United States, and we make no representation that the Services are appropriate or available for use outside the United States. Accessing or otherwise using the Services from territories where the Services are illegal is prohibited. If you use the Services outside of the United States, you do so according to your own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the U.S. or the territory in which you reside.

5. WARRANTIES AND DISCLAIMERS

Each party represents, warrants and covenants that: (a) if it is an organization, it is duly formed, validly existing and in good standing under the laws of the state in which it is formed, and in any jurisdiction where the failure to perform in good standing would have a material adverse effect on its business or its ability to perform its obligations hereunder; (b) it has all necessary power and authority to enter into this Agreement and each Order and to perform its obligations hereunder, and the execution of this Agreement and each Order and consummation of the transactions contemplated thereby have been duly authorized by all necessary actions on its part; (c) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms; and (d) it shall comply with all laws in connection with this Agreement.

We have no responsibility for the security, loss, intrusion or unauthorized access of stored data or any loss or damage caused by your acts, omissions or failure to comply with the terms of this Agreement. ALL PRODUCTS AND SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE BY US ARE PROVIDED ON AN "AS-IS" BASIS, AND WE MAKE NO WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6. INDEMNIFICATION

We shall indemnify, defend, and hold you harmless from and against any and all demands, causes of action, losses, damages, fines, penalties, and claims, and all related costs and expenses (including reasonable attorneys' fees) (collectively referred to as "**Losses**") arising any third party claim that your use of the Services not in violation of this Agreement infringes or misappropriates any valid U.S. patent,

copyright, or trade secret of such third party. In addition to our indemnification obligations herein, in the event of a claim or threatened claim under this Section by a third party, we may, at our sole option, (a) revise the Services so that they are no longer infringing, (b) obtain the right for you to continue using the Services, or (c), in the event neither of the foregoing are reasonable, terminate this Agreement and refund to you a pro-rata amount of any pre-paid Services not yet received as of the date of such termination. THIS SECTION REPRESENTS OUR SOLE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO ANY INFRINGEMENT OR MISAPPROPRIATION CLAIMS OF A THIRD PARTY.

You shall indemnify, defend and hold us and our officers, directors, agents and employees harmless from and against any and all Losses arising out of or in any manner relating to: (a) your violation of this Agreement or any law; (b) any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof; (c) your negligence or willful acts or omissions; (d) claims by a third party arising out of or related to your use or misuse of any Service; or (e) claims relating to any information you provide or otherwise make available in connection with the Services (“Content”).

7. LIMITATIONS OF LIABILITY

NEITHER PARTY NOR ANY OF ITS AFFILIATES, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES RELATED TO ANY THIRD PARTY PRODUCT OR SERVICE. WE SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS OR DAMAGES RESULTING FROM OR CAUSED BY (A) YOUR FAULT, NEGLIGENCE OR BREACH OF THIS AGREEMENT; (B) CLAIMS AGAINST YOU BY ANY OTHER PARTY; (C) ANY ACT OR OMISSION OF ANY OTHER PARTY; (D) EQUIPMENT OR SERVICES FURNISHED BY A THIRD PARTY; OR (E) YOUR CONTENT. THE SERVICES ARE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION SHALL BE SENT OVER LOCAL EXCHANGE CARRIER AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, “CARRIER LINES”) OWNED, MAINTAINED, AND SERVICED BY THIRD PARTIES BEYOND OUR CONTROL. WE ASSUME NO LIABILITY AND DO NOT MAKE ANY WARRANTIES RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS SENT OVER THOSE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LAWS. WE ARE NOT RESPONSIBLE FOR ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR YOUR ACTIONS WHEN USING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED FOR INTERNET ACCESS. IN ANY EVENT, OUR LIABILITY TO YOU AND YOUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSOR AND ASSIGNS ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER SHALL BE LIMITED IN ALL CASES TO DIRECT DAMAGES THAT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU UNDER THE APPLICABLE ORDER FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

Neither party may bring any action, regardless of form, arising out of or relating to an Order or this Agreement more than three (3) months from the date on which the cause of action arose.

8. TERM AND TERMINATION; AUTOMATIC CHARGES; SUSPENSION

This Agreement shall continue until the last Order expires or is terminated, unless terminated sooner as provided below. Each individual Service term commences upon the date of the Order and shall continue for the period of time specified on its Order (the “Initial Term”), unless sooner terminated as set forth below. **Thereafter, the Order will automatically renew, and your credit card or other selected payment method will be automatically charged, for the period specified in the Order, or, if no such term is specified, on a month-to-month basis at the then-current monthly rates (the “Renewal Term” and together with the Initial Term, the “Service Term”) unless either party provides the other party with written notice of its intention not to renew at least thirty (30) days before expiration of the current Term.**

Either party may terminate this Agreement and/or any Order upon written notice to the other party: (a) if the other party defaults in the performance of any of its material obligations under this Agreement and such default continues for a period of thirty (30) days after receipt of written notice specifying the nature of the breach, or a period of ten (10) days in the case of nonpayment of Fees; or (b) if the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization (individually or collectively “Bankruptcy Proceedings”). For the avoidance of doubt, such Bankruptcy Proceedings shall not be subject to a cure period described above.

You have the right to terminate any Order at any time for convenience by providing us thirty (30) days’ written notice and paying us the early termination charges specified below. Termination shall be effective, and the affected Services will be discontinued, within thirty (30) days after we receive your termination notice.

If the Federal Communications Commission, a state public utilities or service commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, “Regulatory Requirement”), then this Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent or purpose of this Agreement and is necessary to comply with such Regulatory Requirement. Should the parties be unable to agree on modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory

Requirement is effective, then upon written notice, either party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement, or if the entire Agreement is impacted, either party may terminate the Agreement with no further obligation or liability hereunder, and you shall not be liable for an early termination charge hereunder.

If the Services are cancelled or terminated prior to the expiration of the Service Term for any reason other than by you in accordance with the terms of the Order, then you shall pay us an early termination charge equal to: (a) for flat-rated Services: one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the Service Term; (b) for prepaid Services: one hundred percent (100%) of the prepaid amount; (c) any non-recurring fees you incur from other suppliers in connection with cancellation of the Services; and (d) any outstanding invoices you still owe. Such payment shall be due within sixty (60) days of termination.

If you fail to cure any default within the cure period specified above, we may, in our sole discretion, do any or all of the following: (a) cease accepting or processing Orders and/or suspend Services; (b) cease all electronically and manually-generated information and reports; (c) draw on any letter of credit, security deposit or other assurance of payment and enforce any security interest you provided; and (d) pursue such other legal or equitable remedy or relief as may be available to us. Your nonpayment or other default resulting in the termination of the Agreement and/or applicable Order, shall entitle us to collect from you the applicable early termination charges as described below, in addition to pursuing any other available remedy. Additionally, we may suspend some or all of the Services without liability to you if: (i) we determine that the Services are being used, have been used, or will, with commercially reasonable certainty, be used in breach of this Agreement; (ii) you fail to cooperate with an investigation of any suspected breach of this Agreement; (iii) we reasonably believe that the Services have been accessed or utilized in any way by a third party without your consent; or (iv) suspension of Services is reasonably necessary to protect us or our products and services. We will use commercially reasonable efforts to provide you advance notice of a suspension and a chance to cure the violation on which the suspension is based, unless we determine, in our reasonable judgment, that an immediate suspension is necessary to protect our network and our customers from an imminent, significant operational, network integrity or security risk. Suspensions based on your breach of this Agreement will not relieve your obligation to pay for the suspended Services during the period of suspension. Any suspension imposed under this Section will be lifted upon your cure of the breach causing the suspension. In the event you are unable to cure the breach within fifteen (15) days of our notice, the suspension may be treated as a termination for cause. During the suspension period, we shall have the right to deny access to, and/or, destroy data stored on the compromised server or account. We may, in our sole discretion, allow access to a suspended account.

Upon termination of this Agreement for any reason, you will be deemed to have forfeited any unused Service credits or referral credits.

9. PRIVACY AND SECURITY

Your use of the Services is subject to the terms of our Privacy Policy, available at <https://www.liquidweb.com/about-us/policies/privacy-policy/>. You acknowledge that you have read and understand the Privacy Policy, and you consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, the Privacy Policy.

You are solely responsible for the security of online access to Services, including your account, and you must take precautions to protect the confidentiality of your password and other login information. You shall not share your password or login information with any other person or entity.

You shall contact us immediately if you suspect unauthorized use of your password or login information or any other unauthorized activity on your account. You are and will be responsible for all activities conducted on and with the Services that make use of your account information, and for any charges or fees incurred by the use of that account information, including any use you may subsequently contend you did not authorize. We may justifiably assume that any communication or instructions received through any electronic systems and placed under your account or password were placed or authorized by you.

10. ADDITIONAL TERMS FOR HOSTING SERVICES

This Section 10 applies only to our hosting Services, as indicate on your Order.

Service Level Agreement. We will make the hosting Services available in accordance with the applicable service levels set forth at <https://www.liquidweb.com/about-us/policies/> (the “**Service Level Agreement**”).

Our Hardware and Software. We grant you a non-exclusive and non-transferable license to use any software that may be provided with or included in the Services for the sole purpose of enabling you to use the Services. We or our suppliers retain all title and property rights to any software and equipment we provide, whether or not it is embedded in or attached to your hardware. You neither own nor will you acquire any claim or right of ownership to (a) any equipment we provide that you do not purchase; (b) any software we provide (including the original media and all subsequent copies, and all product keys); and (c) any IP addresses assigned to you. You agree not to open, alter, misuse, tamper with or remove the software and equipment required to operate the Service. You will not remove any markings or labels or serial numbers from the equipment. If the equipment is damaged, destroyed, lost or stolen while in you possession, you shall be liable for the cost of repair or replacement of such equipment. You will safeguard the equipment from loss or damage of any kind, and will not permit anyone other than our authorized representatives to perform any work on the equipment. Prior to installation of any hardware we provide, you shall notify us of any special requirements regarding the placement of the hardware at your premises to accommodate all your employees, agents and contractors with a physical disability who are tasked with monitoring such hardware in order to perform their job functions. Any request, post installation, to relocate the hardware will result in additional non-recurring charges.

Third Party Equipment. As part of the Services, we may resell to you certain third party products, including hardware and software (collectively, the “Third Party Equipment”). Such Third Party Equipment is non-refundable, even upon termination of the Agreement. You acknowledge and agree that we are reselling such Third Party Equipment and that we therefore neither provide any warranty related to nor assumes any liability for such Third Party Equipment. To the extent permitted by the Third Party Equipment manufacturer, we will pass through to you the manufacturer’s warranties related to the Third Party Equipment. Such Third Party Equipment may have additional terms and conditions provided by the manufacturer, and you shall abide by all such terms and conditions. All shipments of Third Party Equipment by us are EXW point of shipment. Any insurance coverage, transportation costs and all other expenses applicable to shipment to your point of delivery will be your responsibility. You grant us a security interest in and to the Third Party Equipment as security for payment in full of the purchase price of the Third Party Equipment, and you authorize us to file and/or record any documents necessary to perfect this security interest.

Bandwidth Fees. Bandwidth usage for bundled bandwidth packages related to Internet data transfers will be calculated based upon outgoing bandwidth transfer only. If your actual data transfer usage exceeds the amount of your bandwidth package, you will be charged a bandwidth overage Fee as specified in the applicable Order. When using our Content Delivery Network (“CDN”), you are responsible for all bandwidth costs associated with the delivery of content over the public Internet, including any content delivery caused by unauthorized use of your CDN connection. We will not enable “hot-linking” capability by default. In the event “hot-linking” capability is activated at your request, you remain responsible for all network usage.

Additional Liability Disclaimer. We are not liable to you for any claims or damages resulting from or caused by any unauthorized access to transmission facilities or premises equipment, or for unauthorized access to or alteration, theft, or destruction of data files, programs, procedure, or information through accident, wrongful means or devices, or any other method where such unauthorized access is due to your fault, negligence or failure to perform your responsibilities.

Customer Data. You are solely responsible for the security and content of all of your data stored in our hosted environment and any data, applications or third party services run in or through our provided environment (“**Customer Data**”), and Customer Data is and at all times shall remain your exclusive property. You are solely responsible for determining if any Customer Data must comply with any law, standards, and policies, including without limitation, those related to data privacy and security (collectively referred to herein as the “**Legal Requirements**”) and ensuring that the Customer Data does comply with all applicable Legal Requirements. You acknowledge and agree that we have no way of reviewing Customer Data. You shall encrypt at the application level all Sensitive Customer Data. “**Sensitive Customer Data**” means Customer Data that is required to be treated as confidential under state or federal law or under your contractual obligations to others. You shall promptly notify us upon becoming aware of any data breach or unauthorized access to our network or servers and accounts. You will take all commercially reasonable steps to cooperate with our investigation and resolution of the reported breach or unauthorized access. Notwithstanding the foregoing, you acknowledge and agree that we make no representation or warranty regarding the security of the Services. We are not responsible to you for unauthorized access to Customer Data or unauthorized use of the Services through authorized or unauthorized access you provide to third parties. You are responsible for the use of the Services by any of your employees, affiliates, officers, directors, shareholders, agents or representatives, or any other third party to whom you grant access to the Service, and any third party who gains access to Customer Data or Services as a result of your failure to use reasonable security precautions, even if such access was not authorized by you. You shall be responsible for maintaining all backups of all Customer Data on our servers. In the event we provide backup assistance on our servers, this is provided, without additional charge, as a courtesy (“**Courtesy Support**”) to you, and we have no liability for any lost or corrupted Customer Data resulting from the provision of Courtesy Support.

Data Compliance. You shall immediately notify us if any Customer Data in the applicable Service environment includes Protected Health Information (“PHI”), as that term is defined Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended. You are solely responsible for ensuring you are utilizing HIPAA-compliance Services, and, if Customer Data includes PHI, the parties shall enter into a business associate agreement (“**BAA**”) with respect to such PHI. If, as necessary to perform our obligations under the Agreement, we possess or otherwise store “cardholder data” (as that term is defined by the Payment Card Industry Data Security Council <https://www.pcisecuritystandards.org>) on your behalf, we and you each agree that we are each responsible, as may be designated in the applicable Service Description, for those certain PCI-DSS requirements as applicable. You shall notify us if you intend to use the Services with Customer Data that is subject to protection under General Data Protection Regulation 2016/679 or its equivalent (“GDPR”). Such notification shall require the parties execute a Data Protection Addendum (“**DPA**”) under which we will be a Processor (as defined under the GDPR) on your behalf. You may not utilize any Services with Customer Data that is subject to GDPR protection until such time as the parties have executed a DPA. If, as necessary to perform our obligations under the Agreement, we possess or otherwise store “personal information” (as that term is defined by the California Consumer Privacy Act of 2018, as amended (“CCPA”)) you make available, we certify that we are acting as a “service provider” as defined under the CCPA. Accordingly, we will not retain, use, or disclose such personal information for any purpose other than the specific purpose of performing the Services under this Agreement or as otherwise permitted by the CCPA, including retaining, using, or disclosing such personal information for a commercial purpose other than providing the Services. Unless prohibited by applicable law, we shall, as soon as reasonably practicable, forward to you all requests received from individuals wishing to exercise their rights under the GDPR or CCPA. Our only response to individual requests shall be to inform the individual that such request has been passed along to the appropriate party, unless otherwise required by applicable law. If you request, we will reasonably assist you, at your expense, in complying with your obligations under the GDPR and CCPA.

Confidentiality. “**Confidential Information**” means any information (whether tangible or intangible, printed, electronic, or otherwise) and items embodying information (including graphs, photographs, samples, working models, and prototypes) at any time furnished by one party (“**Discloser**”) to the other party (“**Recipient**”) or to which Recipient is exposed during the term of this Agreement, including, without

limitation, (a) information concerning Discloser's business and business plans, (b) financial information concerning Discloser and its affiliates, (c) information concerning Discloser's pending patents or other trade secrets, (d) Discloser's sketches, drawings, designs and specifications, (e) Discloser's concepts, ideas, inventions, know-how, processes, apparatus, equipment, algorithms and formulas, and (f) information from third parties that Discloser is obligated to treat as confidential. Your Confidential Information includes Customer Data and Customer Proprietary Network Information ("CPNI"), as defined by United States Code 47 U.S.C. § 222(h) (1). All other Confidential Information provided in written or electronic form must be clearly marked as confidential, or, in the case of Confidential Information provided orally, a written memorandum of such information clearly marked as "confidential" must be delivered to Recipient within thirty (30) days of the disclosure. Except as otherwise expressly permitted in writing by an authorized representative of Discloser, Recipient agrees that it will not (a) use Discloser's Confidential Information for any purpose other than the purpose for which Discloser disclosed the information; or (b) disclose or reveal Discloser's Confidential Information to any person or entity other than its employees, directors, officers and consultants who have a need to know such information to further the purpose of this Agreement and who are subject to legally binding obligations of confidentiality and non-use no less restrictive than those contained in this Agreement. During the term of this Agreement, you will designate an account representative who has the authority to request your CPNI under this Agreement through your dedicated account representative. Confidential Information shall not include information that: (a) before the time of its disclosure was already in the lawful possession of the Recipient; (b) at the time of its disclosure to Recipient is available to the general public or after disclosure to Recipient by Discloser becomes available to the general public through no wrongful act of the Recipient; or (c) Recipient demonstrates to have been lawfully independently developed by Recipient without the use of or reliance upon any Confidential Information of the Discloser and without any breach of this Agreement. In the event you enter into a separate nondisclosure agreement with us, then such agreement shall be incorporated into this Agreement by reference herein, and if any terms and conditions of such agreement are in conflict with the terms and conditions herein, then such agreement shall supersede the confidentiality terms and conditions in this section, excluding our CPNI obligations. Each party shall retain ownership of all rights, including all intellectual property rights, in its own Confidential Information. Nothing in this Agreement shall be deemed, by implication or otherwise, to convey to Recipient any right under any patent, patent application, invention, or other proprietary right owned by Discloser or anyone associated with Discloser. If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Recipient shall notify Discloser of the requirement promptly in writing (if legally permitted) so that Discloser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient shall furnish only that portion of the information which Recipient is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information. The confidentiality obligations set forth herein shall survive termination of this Agreement for a period of three (3) years. Recipient agrees to return to Discloser all copies of Confidential Information promptly upon Discloser's request at any time. If return is impossible as to any portion of the Confidential Information, then Recipient shall certify to Discloser promptly that all such Confidential Information of Discloser, including all copies thereof, has been totally and permanently destroyed. The parties acknowledge and agree that a party's breach of its confidentiality obligations hereunder will cause continuing and irreparable injury to the other's business as a direct result of any such violation, for which the remedies at law will be inadequate, and that Discloser shall therefore be entitled, in the event of any actual or threatened violation of such obligations by Recipient, and in addition to any other remedies available to it, to seek a temporary restraining order and to injunctive relief against Recipient to prevent any violations thereof, and to any other appropriate equitable relief.

11. DISPUTE RESOLUTION - ARBITRATION; CLASS-ACTION WAIVER, AND JURY WAIVER

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including the interpretation, enforcement and any alleged breach thereof) or the Services shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures. The one exception to the exclusivity of arbitration is that either party has the right to bring an individual claim against the other in a small-claims court of competent jurisdiction, or, if filed in arbitration, the responding party may request that the dispute proceed in small claims court if the party's claim is within the jurisdiction of a small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court. Whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against us any class action, class arbitration, or other representative action or proceeding.

By using the Services, you agree to the above arbitration terms. In doing so, YOU GIVE UP THE RIGHT TO GO TO COURT (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. You understand your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. The arbitrator can grant any relief that a court can, and decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce arbitration, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration provision is for any reason held to be unenforceable, any litigation against us may be commenced only in the federal or state courts located in Ingham County, Michigan. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

If any action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12. GENERAL TERMS

Neither party will use the other party's name, logo or service marks, for any purpose, including press releases, without the other party's prior written consent. Notwithstanding the foregoing, you may use our name and logo to positively publicize that you use the Services, and we may include your name on our customer list, website, partner portal, and publications. You shall not assign, voluntarily or by operation of law, any of your rights or obligations under this Agreement without our prior written consent. Subject to the foregoing, this Agreement shall be binding on the parties and respective successors and assigns. Nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. YOU AGREE THAT WE HAVE NO OBLIGATION TO ANY THIRD PARTY BY VIRTUE OF THIS AGREEMENT. We may use third parties to perform or provide all or any part of the Services, but we remain responsible for such subcontractors.

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons to whom we are legally prohibited to provide the Services. You may not use any Service for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to any Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Nothing contained in this Agreement shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the parties. Neither party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind such other party in any way. Each party is responsible for the actions of, and its obligations to, its own personnel, contractors, and subcontractors. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control, including, but not limited to: acts of God, fire, flood, storm, explosion, terrorism, vandalism, or other similar catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties ("**Force Majeure Event**"). In the event we are unable to deliver any Service as a result of a Force Majeure Event, you shall not be obligated to pay us for the affected Service for so long as we are unable to deliver that Service. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. All waivers must be in writing to be enforceable hereunder. Except as otherwise provided herein, any notice or other communication regarding the matters contemplated by this Agreement may be sent by U.S. mail (first-class, airmail or express mail), commercial courier, facsimile or electronic mail. Any termination notice must be sent by U.S. mail (first-class, airmail or express) or commercial courier. Notices to us shall be sent to: Liquid Web, LLC, 2703 Ena Drive, Lansing MI 48917, Attn: General Counsel, and notices to you will be sent to the contact information set forth in your Order, or at such other addresses as either party may designate in writing.

If any provision of this Agreement is declared invalid, illegal or unenforceable under applicable law, that provision shall be ineffective only to the extent of such declaration and such declaration shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared illegal, invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective rights and obligations imposed on each party under this Agreement as originally executed. We hereby incorporate by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. The parties consent and agree that any Order may be entered into electronically by way of electronic signatures (for example, by electronically clicking a box confirming agreement or utilizing third party software such as DocuSign), and any such electronic signatures shall be binding and treated as original signatures. In the event Company requires a correction or clarification to an executed Order prior to the Service's first day of availability, an email communication from you may be utilized as an acceptable method of approval for any such correction or clarification and shall be incorporated as part of the Order.

This Agreement, together with all Service Descriptions and Orders, embodies the entire agreement and understanding us and you with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Each party's obligations under Section 5 (Representations, Warranties and Covenants), Section 6 (Indemnification), Section 7 (Limitation of Liability) and this Section 12 and shall survive the expiration or termination of this Agreement. This Agreement shall be governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles).