

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are agreed to between Service Provider and Customer (together, the “Parties”) and shall be part of and incorporated into the attached Exhibit(s) (each, an “Exhibit”, “SOW”, “Estimate”, and/or “Order” and together with these General Terms and Conditions, the “Agreement”). The “Effective Date” of the Agreement is the date such Exhibit is last signed by the Parties.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THESE GENERAL TERMS AND CONDITIONS (I) REQUIRE CUSTOMER TO INDEMNIFY SERVICE PROVIDER FOR CERTAIN LOSSES, (II) CONTAIN LIMITATIONS ON SERVICE PROVIDER’S LIABILITY UNDER THE AGREEMENT, AND (III) CONTAIN NON-SOLICITATION AND OTHER RESTRICTIVE COVENANTS OF CUSTOMER. THESE GENERAL TERMS AND CONDITIONS ARE NECESSARY TO SERVICE PROVIDER’S CONTINUED AGREEMENT TO THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY.

### 1. Services.

1.1. Purpose. Service Provider shall consult with and assist Customer in the development and/or execution of Customer’s objectives related to marketing Customer’s products and services and shall perform the services as described in and in accordance with the attached Exhibit. The term “Services” as used in the Agreement refers to the services performed by Service Provider as described in the Exhibit. Each Exhibit will identify (a) the tasks to be performed, and the items to be delivered to Customer by Service Provider (each a “Deliverable”); (b) the estimated Service Fees and Expenses (all as defined in Section 3); and (c) any additional provisions specific to the nature of the Services to be provided.

1.2. Additional Services. Modifications to the scope of the Services set forth in any Exhibit by Customer, which result in additional or modified Services to be rendered by Service Provider, shall be subject to the prior written approval of both Customer and Service Provider, including the terms and conditions of such additional or modified Services and any resulting changes to the Service Fees and/or Expenses.

### 2. Term and Termination.

2.1. Term of Agreement. Each Exhibit shall commence on the date such Exhibit is last signed by the Parties and shall expire upon completion of the Deliverable or as otherwise explicitly set forth in such Exhibit (the term of the Agreement is referred to herein as the “Term”). Once signed by the Parties, an Exhibit shall be non-cancellable, unless explicitly stated otherwise in such Exhibit.

2.2. Termination. The Agreement shall terminate automatically once all Customers referencing these General Terms and Conditions expire or are terminated. If termination is based upon a Party’s breach of the Agreement, then termination shall be immediate if a Party receives written notice of its breach of the Agreement and such Party fails to cure said breach within thirty (30) days of receipt of said notice. Notwithstanding the foregoing, if Customer is not paying Service Provider timely any Service Fees or Expenses owed, Service Provider may provide Customer written notice immediately suspending the continuation of Services until any and all amounts owed are fully paid. If any amount remains outstanding fifteen (15) days following written notice to Customer thereof, Service Provider may terminate the Agreement immediately without the need for any additional notices to Customer and in the event of such termination, Service Provider will be entitled to the amounts set forth in Section 2.3 in addition to any other damages or losses suffered by Service Provider relating to or arising out of such termination. Service Provider will only be required to provide the 15-day notice referenced in the prior sentence two (2) times during any twelve (12) month term.

2.3. Payments Upon Termination. Upon the expiration or termination of the Agreement or any Exhibit for any reason, Customer shall pay to Service Provider all undisputed amounts due and payable hereunder for Services provided to such termination date, as well as for any and all Expenses or purchases that Service Provider cannot have refunded or otherwise return for credit. In the event that the Agreement or any Exhibit is terminated by Service Provider for cause or by Customer for any reason except as permitted hereby, Customer shall also pay to Service Provider an amount equal to the remaining estimated fees to Service Provider hereunder as if the Agreement or applicable Exhibit did not terminate.

2.4. Effect of Termination. Upon the expiration or termination of an Exhibit, Service Provider shall immediately cease providing Services under the terminated Exhibit and shall promptly deliver to Customer all Deliverables related to such Exhibit, whether completed or work in progress, along with all Customer Confidential

Information related to such Exhibit in Service Provider's or its Subcontractors' possession or control, but only after any and all Service Fees and Expenses, as well as any other amounts owed hereunder (including for Termination Assistance Services, if applicable), are paid in full by Customer.

### 3. Compensation, Payment Terms, and Disbursements.

3.1. Service Fees. Customer agrees to pay Service Provider the "**Service Fees**" outlined in each Exhibit.

3.2. Reimbursable Expenses. Customer shall reimburse Service Provider for its reasonable out-of-pocket expenses incurred in providing the Services ("**Expenses**"). All Expenses are subject to prior written approval by Customer, and may include, but shall not be limited to: travel expenses to and from work sites, meal expenses, administrative expenses (such as courier and reproduction expenses), lodging expenses if work demands overnight stays, and miscellaneous travel-related expenses (parking and tolls). Service Provider must provide documentation to Customer of all Expenses in order to receive reimbursement.

3.3. Non-Payment. Where payment of any undisputed amount due is not made within ten (10) days from its respective due date, Service Provider, without prejudice to any other right or remedy it may have, shall be entitled to charge interest on the outstanding amount at a rate of one and a half percent (1.5%) per month or the maximum allowed by applicable law, whichever is less. Such interest shall be calculated from the due date for payment to the date of actual payment, both days inclusive, compounded monthly in arrears. Customer agrees and undertakes to pay such interest, which it hereby accepts as fair and reasonable.

3.4. Taxes. All fees quoted or rates specified in an Exhibit include, and Service Provider shall separately state on all billing, set aside, and pay over to the taxing authority in the state of Texas, all sales, use, excise, gross receipts, value added, business, occupation, and other transaction-based taxes that may be levied upon either Party in the state of Texas in connection with the Services ("**Texas Transaction Taxes**"). Service Provider shall be solely responsible for, and hold Customer harmless against, any Texas Transaction Taxes, together with any interest and penalties thereon, not separately stated on the original invoice on which such Texas Transaction Taxes were required to be charged or on an amended invoice issued within one hundred and eighty (180) days of the date of issuance of such original invoice. Customer shall be solely responsible for, and hold Service Provider harmless against, any sales, use, excise, gross receipts, value added, business, occupation, and other transaction-based taxes that may be levied upon either Party outside of the state of Texas in connection with the Services.

3.5. Website Domain Management. Prior to Service Provider's initiation of the Services as described in the Customer, Customer shall transfer registrar control of the primary center domain to Service Provider. Such domain control shall be returned to Customer upon termination of the Agreement and payment of any outstanding invoices. Annual renewal of the primary domain shall be performed by Service Provider and shall be provided at actual renewal cost to the Customer, ensuring no risk of a lapse in service with the registrar. Any additional domains, beyond the primary domain requested by the Customer shall be purchased, renewed, and invoiced to the Customer at actual cost.

3.6. Invoices. Unless otherwise specified in the applicable Exhibit, Service Provider will submit invoices to Customer on a monthly (or more frequent) basis. Customer shall pay all properly invoiced amounts upon Customer's receipt of Service Provider's invoice, less any credits (if any) due to Customer under the applicable Exhibit.

4. Books and Records. Service Provider shall keep and maintain during the Term and for a period of at least two (2) years following the termination or expiration of the applicable Exhibit, complete and accurate books and records in accordance with general and standard accounting principles concerning its performance hereunder and all costs, Service Provider Fees, expenses, Texas Transaction Taxes, and Other Disbursements charged to, or due and owed by, Customer, including without limitation, copies of reports and documentation required under the Agreement or any Exhibit.

### 5. Representations, Warranties, and Covenants.

5.1. Service Provider's Representations, Warranties and Covenants. Service Provider represents and warrants that (a) it has the right, power and authority to enter into the Agreement and to perform the Services and that the Services do not materially conflict with, and shall not result in any material breach or default under, any other agreement to which Service Provider is subject; (b) its obligations hereunder shall be performed at all times by qualified personnel, consistent with the standards prevailing in the industry and in material compliance with all applicable federal, state and local laws, orders and regulations; (c) it has all licenses and permits necessary and appropriate to perform the Services; (d) except as expressly set forth in an Exhibit, and except for any Customer

Materials incorporated therein, the Deliverables shall be Service Provider's original work product free and clear of all liens and encumbrances of any kind; (e) the Services and Deliverables will not violate any applicable law, statute, ordinance or regulation; and (f) subject to Section 5.3 herein below, it will use its actual knowledge and exercise commercially reasonable efforts to ensure that the Deliverables shall not infringe upon any other copyrighted materials, identifying marks, trade names, trademarks, or other intellectual property of any third party. The warranties set forth in this Section 5.1 will be effective for a period of 30 days following Customer's acceptance of Deliverables in accordance with the terms of the Agreement (the "**Warranty Period**"). Customer must notify Service Provider in writing during the Warranty Period if Customer believes the Deliverable(s) do not meet these standards, in which case Service Provider's sole obligation, and Customer's sole remedy, is for Service Provider to use commercially reasonable standards to attempt to correct any defects in the Deliverable(s). If Service Provider is unable to correct any such defects after a reasonable period of time, Customer's sole and entire remedy is termination of the relevant Exhibit in exchange for a refund of the amount paid by Customer to Service Provider for the portion of the Deliverable(s) which Service Provider is unable to correct.

5.2. Customer's Representations, Warranties, and Covenants. Customer represents and warrants that (a) it has all rights necessary to provide the rights granted to Service Provider with respect to the Customer Materials hereunder; (b) to the best of Customer's knowledge, any information it gives to Service Provider, including product claims, will be accurate; (c) Customer further represents that any and all copyrighted materials, identifying marks, trade names, and other intellectual property that it gives to Service Provider do not and will not infringe any other copyrighted materials, identifying marks, trade names, trademarks, or other intellectual property. In the event that Service Provider performs Services on Customer's premises, Customer shall provide the following: (i) a reasonably suitable work environment for the performance of the Services; (ii) reasonable access to and use of Customer's facilities and relevant information; and (iii) timely assistance in the correction of any hardware or software problems that would reasonably and materially affect the performance of Services.

5.3. Acceptable Use Policy. To ensure the stability of Service Provider's network and to comply with laws, regulations, and Internet standards, Service Provider relies upon that certain Acceptable Use Policy (the "**Acceptable Use Policy**"), attached hereto as Addendum A and incorporated into the Agreement by this reference. Customer shall ensure that at all times the Services are used in compliance with the Acceptable Use Policy. Customer shall be responsible for the acts and omissions of each party that has access to the Services by or through Customer ("**End Users**"). Service Provider reserves the right to amend the Acceptable Use Policy, and such amendments shall be effective upon Service Provider providing such amended Acceptable Use Policy to Customer in accordance with the notice provision set forth herein; provided, however, that (a) Service Provider shall not amend the Acceptable Use Policy arbitrarily; (b) the Acceptable Use Policy amendment shall apply to all applicable Service Provider customers; and (c) other than in an emergency or as required by law, Service Provider shall provide Customer with advance written notice of any change to the Acceptable Use Policy; and (d) provided further, that, if any change to the Acceptable Use Policy adversely affects the business or operations of Customer, Customer may elect (upon Service Provider's written notice to Customer and Customer's exercising such election within thirty (30) days of receiving Service Provider's written notice of such changes), that such changes shall not be effective against Customer, in which case the immediately preceding version of the applicable Acceptable Use Policy shall continue to be effective against the Parties. To the extent of any conflict between this Section 5.3 and the unilateral amendment provisions of the Acceptable Use Policy, this Section 5.3 shall control.

5.4. Final Approval. Customer has the sole responsibility to provide final legal approval of all Deliverables created and/or provided by Service Provider and Service Provider shall be under no obligation to independently verify the accuracy, completeness, legality, or non-infringement of the Customer Materials or Deliverables. Once Customer has provided such final legal approval (or otherwise simply approved such Deliverables for distribution to the public), Customer has the sole responsibility with respect to such Deliverables' compliance with applicable laws, and Service Provider shall not be liable for, or otherwise be responsible for indemnifying Customer against any claims, causes or suits arising from, any alleged infringement and/or misrepresentation that may be claimed. Further, if Customer desires to protect any Deliverables from infringement by others, Customer shall be exclusively responsible for seeking any and all measures and steps to legally protect and/or register such Deliverables with the applicable governmental or other authority.

6. Non-Solicitation. Service Provider and Customer acknowledge and agree that in the course of performing their respective obligations under the Agreement, each will be introduced to and work with officers, employees, agents and representatives of the other. Service Provider and Customer acknowledge and agree that officers, employees, agents and representatives of each are valuable resources, in whom each respective Party has invested considerable

time, effort and resources. Therefore, Service Provider and Customer agree that for the duration of the Agreement and for one (1) years thereafter, each shall not directly or indirectly solicit, interfere with, entice away, hire or employ (whether as an employee, agent, representative, consultant, independent contractor or otherwise), regardless of who initiated contact, any officer, employee, agent or representative of the other or who has been an officer, employee, agent or representative of the other Party during the prior 12-month period. In the event of a breach or threatened breach of this Section 6, Service Provider and Customer acknowledge that damages would be impossible to calculate and agree that each shall be entitled to injunctive relief and liquidated damages describe below in a court of appropriate jurisdiction to remedy any breach or threatened breach of this Section 6 to the extent permitted by applicable law. Notwithstanding the prior sentence and because damages are difficult to calculate, if a Party breaches this Section 6, the Parties agree that damages will be difficult to ascertain. Consequently, in the event of such a breach the Parties agree that the breaching Party shall pay to the other as liquidated damages, and not as a penalty, one year's compensation offered to the employee or contractor by the breaching Party.

## 7. Confidential Information.

7.1. Each Party acknowledges and agrees that all information it receives from the other Party during the course of its performance under the Agreement will be considered "**Confidential Information**" (defined below) owned by the respective disclosing Party. With respect to the receipt and use by a Party of all such Confidential Information, the receiving Party agrees at all times from the Effective Date of the Agreement and for a period of three (3) years following termination of the Agreement (except for trade secrets for which the obligation shall extend in perpetuity), to hold in strictest confidence and to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such information. During the Term, each Party shall use the Confidential Information of the other Party exclusively for the purpose of performing under the Agreement as contemplated herein, and shall not disclose to any person, firm or corporation without written authorization of the disclosing Party, any Confidential Information of the disclosing Party except in compliance with the Agreement. Notwithstanding anything to the contrary in the Agreement, Service Provider shall not be prohibited or restricted at any time by Customer from utilizing general knowledge, skills and experience and any ideas, concepts, know-how and techniques retained in the unaided memory of an individual and acquired during the course of the performance of the Services. Each Party understands and agrees that "**Confidential Information**" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, products, services, plans, sales and marketing reports and any other related reports, Customer lists and Customers, developments, inventions, processes, formulas, technology, software (both developed and in-process), applications (both developed and in-process), designs, drawings, marketing information, projections, finances or other business information disclosed by a Party to another Party either directly or indirectly in writing, orally or by drawings or observation. Each Party further understands that Confidential Information does not include any of the foregoing items which are already known by the receiving Party, have become publicly known or made generally available through no wrongful act of the receiving Party or others who were under confidentiality obligations as to the item or items involved, and/or are independently developed by the receiving Party without use or reference to Confidential Information or otherwise becomes known by the general public. For the purposes of the Agreement, "**Customer Confidential Information**" means all Confidential Information belonging to Customer.

7.2. Equitable Relief. Each Party acknowledges and agrees that the other Party's breach of this Section 7 would cause irreparable injury for which the aggrieved Party would not have an adequate remedy at law. In the event of a breach, the aggrieved Party shall be entitled to injunctive relief in addition to any other remedies it may have at law or in equity, without posting of bond and liquidated damages by the breaching Party (which, for the avoidance of doubt, is not a penalty but is a reasonable amount to compensate Service Provider for its damages) in an amount equal to one year's anticipated fees for Service Provider hereunder.

7.3. Return of Confidential Information. Service Provider shall deliver to Customer an export of all Customer Data in Service Provider's designated format, at any time upon Customer's request (but no more than one time per calendar year) and also upon termination of the Agreement or any Exhibit, but only after any and all Service Fees and Expenses outstanding are paid in full. Except as set forth in the preceding sentence, Service Provider shall, in accordance with Customer's directions, return or destroy all Confidential Information in its possession or control, including any information or materials based in whole or in part on the Confidential Information, and an officer of Service Provider shall certify compliance with the foregoing in writing to Customer.

## 8. Proprietary Rights.

8.1. Materials.

8.1.1. “**Materials**” means inventions, works of authorship, trademarks, logos, graphics, images, videos, sounds, themes, layouts, software, software design, code, computer programs and related processes, programs, applications, instructions, methods, techniques, and other content and materials, including Confidential Information.

8.1.2. “**Service Provider Materials**” means the Deliverables and any other Materials that either: (i) were previously developed or otherwise owned by Service Provider prior to the Effective Date (including, for example, Service Provider’s proprietary software platform); or (ii) were created or developed by Service Provider hereunder (i.e., enhanced functionality for the Service Provider’s platform, generally applicable themes and layouts, etc.), but excluding (for avoidance of doubt) any Customer Materials.

8.1.3. “**Customer Materials**” means any Materials owned by Customer prior to the Effective Date (including, for example, Customer’s trademarks and logos). Customer Materials also includes any data uploaded to Service Provider’s platform(s) by or on behalf of Customer (“**Customer Data**”) and any Customer Confidential Information.

8.2. Service Provider Materials. Service Provider will retain all right, title, and interest in and to any Service Provider Materials (including all patent, trademark, copyright, trade secret, and other intellectual property rights therein), and Customer hereby assigns to Service Provider any right, title, and interest it may otherwise have or claim in or to any Service Provider Materials. Service Provider hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables in accordance with the Agreement during the Term (and to continue using the Deliverables, excluding any components specifically relating to Service Provider’s proprietary software platforms, after the Term). Service Provider grants Customer no right, title, interest, or license in the Service Provider Materials except as expressly set forth herein, and any use of the Service Provider Materials will inure to Service Provider’s benefit.

8.3. Customer Materials. Customer will retain all right, title, and interest in and to any Customer Materials (including all patent, trademark, copyright, trade secret, and other intellectual property rights therein), and Service Provider hereby assigns to Customer any right, title, and interest it may otherwise have or claim in or to any Customer Materials. Customer hereby grants Service Provider a non-exclusive, non-transferable, non-sublicensable, license to use, copy, distribute, display, and create derivative works of the Customer Materials solely as needed to provide the Services to Customer hereunder. Customer grants Service Provider no right, title, interest, or license in the Customer Materials except as expressly set forth herein, and any use of the Customer Materials will inure to Customer’s benefit.

8.4. Publicity. Customer agrees that Service Provider may: (i) include Customer’s name on Service Provider’s customer lists; and (ii) include screenshots or similar displays of the Deliverables in Service Provider’s portfolios and marketing materials for purpose of demonstrating Service Provider’s services, provided such use does not disclose any of Customer’s Confidential Information. Service Provider will not otherwise use Customer’s name or logos in any press release or for any other promotional purposes with Customer’s prior written consent.

9. Insurance. At all times during the Term hereof, Service Provider will maintain general liability insurance in the minimum amounts of at least \$1,000,000 per claim/\$2,000,000 aggregate issued by an insurance company with a Best’s Financial rating of at least “A”.

10. Indemnification.

10.1. Service Provider Indemnification. Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, other corporate officials, employees, agents and representatives (collectively, the “**Customer Indemnitees**”) from and against any and all losses, liabilities, damages, awards, settlements, judgments, fees, costs or expenses (including reasonable attorneys’ fees and costs of investigation) (“**Losses**”) arising out of or resulting from any acts, errors, or omissions in breach of the Agreement by Service Provider, Service Provider’s affiliates, independent contractors, employees of Service Provider and Service Provider’s affiliates, and any such other third parties.

10.2. Customer Indemnification. Customer shall defend, indemnify and hold harmless Service Provider and its officers, directors, other corporate officials, employees, agents and representatives (collectively, the “**Service Provider Indemnitees**”) from and against any and all suits, claims, demands, causes, losses, liabilities, damages,

awards, settlements, judgments, fees, costs or expenses (including reasonable attorneys' fees and costs of investigation) ("**Losses**") arising out of or resulting from any acts, errors, or omissions in breach of the Agreement by Customer, Customer's affiliates, independent contractors, employees of Customer and Customer's affiliates, and any such other third parties, as well as any Losses asserted by any third party arising out of the Deliverables and/or Services provided by Service Provider hereunder, as well as arising out of Customer's use of the Deliverables and/or results of the Services.

10.3. Indemnification Procedures. An indemnified party may elect (but under no circumstance shall be obligated) to undertake or assume the defense of any such claim, demand, inquiry, investigation or proceeding (an "**Indemnified Matter**"), and to conduct and supervise all settlement negotiations related to any Indemnified Matter. However, the indemnifying party shall pay the legal fees and other expenses an indemnified party incurs in connection with the investigation, defense and settlement of any Indemnified Matter that an indemnified party undertakes to defend or assume. An indemnified party's election to undertake or assume the defense or settlement of an Indemnified Matter shall in no way or circumstance extinguish or diminish the indemnifying party's obligation to indemnify and hold the indemnified parties harmless.

11. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT INCLUDING LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA, OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; (B) A CLAIM OF INDEMNIFICATION PURSUANT TO SECTION 10; (C) SERVICE PROVIDER'S BREACH OF SECTION 7 OR SECTION 8; OR (D) TO THE EXTENT COVERED BY THE INSURANCE SET FORTH IN 9. HOWEVER, THE LIABILITY OF SERVICE PROVIDER, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THE AGREEMENT OR IN CONNECTION WITH THE SERVICES OR DELIVERABLES, SHALL NOT EXCEED SIX MONTHS' OF FEES DUE TO SERVICE PROVIDER UNDER THE AGREEMENT OR TO THE EXTENT COVERED BY THE INSURANCE SET FORTH IN 9.

12. General. The Agreement and all Exhibits, all of which are incorporated herein by reference, supersede all prior agreements and understandings between the Parties hereto relating to the subject matter hereof and may not be amended or modified except by a written instrument signed by both Parties. In the event of a conflict between the terms and conditions of the Agreement or any Exhibit and the pre-printed terms and conditions of Service Provider's or Customer's business forms, the terms and conditions of the Agreement or the Exhibit, as applicable, shall prevail. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of any Exhibit, the terms and conditions of the Agreement shall control unless specifically excluded or modified within such Exhibit. The Agreement, including any Exhibit made a part hereof, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its provisions as to conflicts of laws. Exclusive venue for any claim or suit arising hereunder shall be in Dallas County, Texas. The Agreement shall be construed as if all Parties prepared the Agreement. Customer shall have the right, without the prior consent of Service Provider, to assign the Agreement to any successor, parent, subsidiary, affiliated or unaffiliated Customer whether by way of merger, sale, acquisition, operation of law, or otherwise. Service Provider shall also have the right, without the prior consent of Customer, to assign the Agreement which shall include, but not be limited to, an assignment or transfer to any successor, parent, subsidiary, affiliated or unaffiliated Customer whether by way of merger, sale acquisition, operation of law, or otherwise. Any notice or document required or permitted to be delivered hereunder shall be in writing and deemed to be delivered: (A) three (3) days after the same shall have been deposited in the United States mail, postage prepaid, certified, return receipt requested; or (B) the next business day if same shall be sent by a national overnight courier with a tracking system. Notices shall be addressed to the Parties hereto at the respective addresses set out in the introduction to the Agreement. If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, war, pandemic or other biological threat, threat of war, terrorism or government prohibition, then upon written notice to the other Party, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay; provided, however, the Party so delayed shall exercise its best efforts to remedy any such cause

of delay or cause preventing performance. All of the covenants, agreements, terms and conditions to be observed and performed by the Parties hereto shall be applicable to, binding upon, and inure to the benefit of the Parties and their respective successors and, to the extent assignment is permitted hereunder, their respective assigns. One (1) or more waivers of any covenant or condition by a Party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by a Party to or of any act by the other Party requiring such consent or approval shall not be deemed to render unnecessary the consenting Party's consent or approval to or of any subsequent similar act. No breach of a covenant or condition of the Agreement shall be deemed to have been waived by any Party unless such waiver is in writing and signed by the waiving Party. If any provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision. To facilitate execution, the Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof. Additionally, the Parties hereto hereby covenant and agree that, for purposes of facilitating the execution of the Agreement, (a) the signature pages taken from separate individually executed counterparts of the Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile or electronic signature shall be deemed to be an original signature. Each person signing the Agreement on behalf of a Party warrants that he or she is duly authorized by all necessary and appropriate corporate action to execute the Agreement. Except as otherwise explicitly set forth in the Agreement, nothing in the Agreement shall prevent either Party from entering into similar arrangements with third parties. Service Provider shall not, without Customer's prior written approval, (a) advertise or otherwise publicize the existence or terms of the Agreement, any Exhibit or any other aspect of the relationship between Customer and Service Provider; or (b) use Customer's name or any trade name, trademark or service mark belonging to Customer in press releases or in any form of advertising other than as expressly permitted in the Agreement.

13. **Survival.** The following provisions of the Agreement will survive any termination or expiration of the Agreement: Sections 2, 4, 6 through 8, and 10 through 13.

*[ACCEPTABLE USE POLICY FOLLOWS]*

## ADDENDUM A

### ACCEPTABLE USE POLICY

Customer (on behalf of itself and all other users of Services, including, but not limited to, Customer's affiliates, agents, customers, and/or end users) (collectively, "Users") agrees to be bound by the following terms and conditions ("Acceptable Use Policy"):

1. **Compliance.** By receiving and using any Centers Marketing Platform Services, Customer hereby agrees to comply with the terms of this Acceptable Use Policy and acknowledges that it has a responsibility and contractual obligation to ensure that all Users comply with the terms of this Acceptable Use Policy. Customer also acknowledges that the evolving nature of the internet and online commerce may make it necessary for Service Provider to make changes to this Acceptable Use Policy at any time and without notice, and Customer hereby acknowledges Service Provider's right to make such changes where necessary.
2. **Customer Responsibility.** Customer hereby acknowledges that Service Provider has no obligation to review, edit, censor, or take responsibility for any information or content created by Customer or Customer's customers or end users as a result of such party's use of any Centers Marketing Platform Services. Service Provider does not accept any responsibility for liability or Losses arising from inaccurate, unsuitable, offensive, or illegal content, transactions or actions taken by Users or other third parties in relation to such party's use of Centers Marketing Platform Services. Service Provider specifically reserves the right to cease providing Centers Marketing Platform Services if Users engage in the dissemination of material that may subject Service Provider to the threat of attacks on its network, or material that, while technically legal, violates Service Provider's principles. Such content may include, but is not limited to, hateful, racist, or pornographic material, or other content that could adversely affect Service Provider's public image, reputation or goodwill, as determined by Service Provider in its sole and exclusive discretion.
3. **Terms of Use.** The Centers Marketing Platform Services may be used for lawful purposes only. Customer agrees not to use the Centers Marketing Platform Services to facilitate, directly or indirectly, the violation of any law or regulation. Customer also agrees not to use the Centers Marketing Platform Services for the transmission, storage or presentation of any information, data or material in violation of any applicable law or regulation, the Agreement or any Exhibits or amendments thereto. Prohibited uses of Centers Marketing Platform Services include, but are not limited to, the following:
  - Forging, misrepresenting, omitting, or deleting message headers, return mailing information, and/or internet protocol addresses to conceal or misidentify the origin of a message or communication
  - Creating and/or sending internet attacks, including viruses, worms, Trojan horses, flood or mail bombs, or other malicious content
  - Hacking and/or subverting, or assisting others in hacking or subverting, the security or integrity of the products or systems of Service Provider or any other entity
  - Soliciting the performance of any illegal activity, even if the activity itself is not performed
  - Acting in any manner which may subject Service Provider to unfavorable regulatory action or liability for any reason or adversely affect Service Provider's public image, reputation or goodwill, as determined by Service Provider in its sole and exclusive discretion
4. **Network Administration.** Customer acknowledges that it has considered Service Provider's methods of providing the Centers Marketing Platform Services and that it understands how Service Provider's network is configured and how the Centers Marketing Platform Services will be provided. Customer accepts full responsibility for ensuring that any material or content any User places on Service Provider's servers or transmits using Service Provider's network will not adversely impact Service Provider's ability to provide similar services to other customers. Service Provider reserves the right to suspend and/or terminate the Centers Marketing Platform Services in the event that Customer's use of the Centers Marketing Platform Services causes instability or damage to Service Provider's network, servers or equipment, as determined by Service Provider in its sole and exclusive discretion.

5. Security. Customer acknowledges that by utilizing Centers Marketing Platform Services, it is engaging in the transmission of information over the internet, which may not be secure. Service Provider accepts no responsibility for the security of any information posted to, transmitted over, or shared using its servers, network or equipment. Customer hereby agrees that Service Provider may take immediate action to suspend or terminate Centers Marketing Platform Services without notice if, in Service Provider's sole and exclusive discretion, Customer is engaging in conduct that jeopardizes the security of Service Provider's servers, network, equipment or other customers, or the security of the internet in general. Customer hereby agrees to bear sole responsibility for ensuring the security of its data, information and content when utilizing the internet and/or the Centers Marketing Platform Services, and for taking all reasonable security precautions when using the Centers Marketing Platform Services to transmit or process data or other information, or for any other purpose.
6. Violations. Violations of this Acceptable Use Policy may lead to suspension or termination of the Centers Marketing Platform Services without notice and at the sole and exclusive discretion of Service Provider. In the event that Service Provider suspends or terminates Centers Marketing Platform Services due to a violation of this Acceptable Use Policy, Customer will not receive a refund of any Service Fees paid to Service Provider. Customer agrees to defend, indemnify and hold harmless Service Provider and the Service Provider Indemnitees from and against any claims or losses arising out of a suspension or termination of the Centers Marketing Platform Services caused by a violation of this Acceptable Use Policy.
7. Applicability of Other Policies. Service Provider may utilize the services of third parties from time to time in connection with the Centers Marketing Platform Services. In the event Service Provider utilizes third parties such as Amazon Web Services ("AWS"), Customer agrees that it will review and comply with such third party's acceptable use, privacy and any other applicable policy. Service Provider will supply Customer with the names of such third parties and it is Customer's responsibility to review and comply with such third party's use policies. For ease of reference, AWS' use and service level policies are as follows: <https://aws.amazon.com/aup/> and <https://aws.amazon.com/ec2/sla/>.