

CUSTOM WEBSITE SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Sections in the Agreement, the following additional terms and conditions shall apply to purchases of Custom Website, Design/Develop™, nsWebsite Kickstart, eWorks! XL® Services, Advanced Custom Website/Custom WordPress Website, Custom Website – 28 Day Publish, and Annual Custom Website (“Custom Website Services” as further defined below).

1. Description of Custom Website Services.

- A. Web.com will build a Website (hereinafter referred to as the "Website") for the Customer ("you" and/or the "Customer") as identified and described in the related sign-up or order process and further based upon direction and input provided to us by you. The services referenced in this Section may be collectively referred to as the "Custom Website Services". Subject to the terms and conditions of this Agreement (which includes this and all other applicable Sections) and during the term of this Agreement, Web.com agrees to provide to you the Custom Website Services described on the Web.com Website and purchased by you during the sign-up or order process. Web.com reserves the right to amend its Custom Website Services offerings and to add, delete, suspend or modify the terms and conditions of such Custom Website Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers. In the event Web.com refers you to a partner or affiliate and you engage such partner or affiliate to directly provide website design or logo design services to you, you understand and agree that Web.com is in no manner responsible for the services provided by that partner or affiliate and that the terms and conditions of that partner or affiliate will apply to the provision of those services provided by the partner or affiliate.
- B. Customer hereby grants to Web.com and its vendors and subcontractors all necessary rights and licenses with respect to the Customer's Website or logo created by Web.com in order to carry out its obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Web.com. Web.com is not responsible for archiving documents, graphic work, physical goods or web pages created for client or documents, graphic work, physical goods or files which are mailed, email or faxed to Web.com. Web.com is not responsible for returning any files, documents or physical goods emailed, faxed or mailed to us.
- C. For the Custom Website Service, a Customer can request that Web.com assist them with the design of a website using Web.com Website building tools as selected by Web.com at Web.com's discretion. Such tools may also include or utilize third party applications. Certain Website building tools we use for the Custom Website Service may utilize the Joomla® software application and default templates which are subject to terms and conditions of the GNU General Public License which can be found at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.html>. Additionally, we may use open source plug-ins to accomplish functionality requests with Joomla! We cannot guarantee these plug-ins will be supported in all browsers or that they will continue to function if you update the Joomla version without our assistance. Additionally, the eWorks! XL®, Custom Website and Annual Custom Website services may also include additional internet marketing services as outlined in advance in writing by Web.com and as further governed by this Agreement.
- D. As part of the Custom Website Services, your design may be dictated by an Order Form and/or Statement of Work (the "SOW"). This level of service is an offering whereby a Customer can request that Web.com design and create a Website for them using sophisticated graphics, advanced layouts and other features. You will receive a custom website designed and developed by Web.com. Although Web.com will custom design your website, your website may contain some features and design elements used in other Websites designed by Web.com. If your design falls into this group, in addition to the terms and conditions set forth in this Agreement and this Section, you shall be bound by the terms of the SOW which shall be prepared by Web.com and mutually agreed to by Customer and Web.com. The SOW may contain, but may not be

limited to, a list or description of the services our designers will provide you as part of the Custom Website Services, a list of technical, graphic or other special features that will be incorporated into your website, applicable fees and payment schedule, and a description of any applicable cancellation fee or policy. This SOW shall become a part of this Agreement and shall be subject to all terms and conditions of the Agreement.

- E. The basic Custom Website Services package (the "Package") consists of up to 5 pages. The Package includes unlimited modification requests from Customer through an online submission form or by calling a Web.com agent. Customer's unlimited modification requests are restricted to the Package limit of 5 pages. The above unlimited modification restrictions are not applicable to online marketing features. Unlimited modification specifications are subject to change at the sole and absolute discretion of Web.com.

2. Your Obligations. In order for Web.com to perform the Custom Website Services in accordance with this Agreement, you shall be responsible for doing the following:

- A. Providing Web.com with all information requested by Web.com as well as any custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) that you wish to use in connection with development of your Website;
- B. Contacting Web.com promptly to make changes, modifications, and enhancements to your Website starting from the date of sale;
- C. Contacting Web.com promptly with notice of your decision to cancel or discontinue the Custom Website Services starting from the date of sale;
- D. Obtaining Internet connectivity to access your website, to send and receive email, and to otherwise access and utilize the Internet;
- E. To the extent that you gather any personal information about visitors to your Website, you will not share that personal information with any third party without first obtaining the visitor's consent;
- F. Ensuring that the Website content provided by you does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties. By using the Custom Website Services, you represent and warrant that any name or word submitted to be used as all or part of the URL associated with your Website does not infringe any trademark or domain name rights of any third party;
- G. Ensuring the accuracy of materials provided to Web.com, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for you;
- H. Responding promptly to various requests necessary for the project to move forward in a timely manner. During any stage of the design process, a designer or project manager will be working with you to gather information to start, feedback to revise, or approval to complete your website. If a response is not received from you for more than sixty (60) days, the design project is considered "abandoned" and payment is surrendered in full. Web.com reserves the right to charge you a fee for repeated missed consultations, repeated rescheduling of consultations related to any website design work, and/or the reinstatement of your website design to an active status if no response has been received from you for 30 days; and
- I. Following the timeline of activities provided to you by Web.com, if any.

3. Information and Content You Provide. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Web.com has the right to suspend or terminate your account and refuse any and all current or future use of the Custom Website Services (or any portion thereof). You acknowledge that Web.com does not pre-screen Content, images and inventory. However, Web.com and its designees shall have the right to remove any Content that violates the Web.com Acceptable Use Policy ("AUP"). You agree that you must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Web.com or submitted to Web.com.

4. Non-Interference By You. Customer will use the Custom Website Services in a manner which does not interfere with or disrupt other network users, services, or equipment, and Web.com reserves the right to terminate or suspend the Custom Website Services without notice if such interference is determined by Web.com to exist. Such interference or disruption includes, but is not limited to:

- A. Wide-scale distribution of messages, including bulk email or unsolicited spam email, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums;
- B. Propagation of computer worms or viruses; and
- C. Use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

5. Unauthorized or Inappropriate Use.

- A. Web.com reserves the right to deny, terminate, or suspend Custom Website Services without notice if, in Web.com's sole discretion, the Custom Website Services are used by Customer in a manner that violates or may violate the following standards or the AUP, and Web.com reserves the right to reject, alter, modify, or remove your website, website domain name, URL address, or any website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Web.com in its sole discretion deems to be in violation of the AUP or (i) an infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right, or (ii) stating or implying that the Website is placed by Web.com or any party with a contractual relationship with Web.com, or that such parties endorse the your products or services, or (iii) pornographic or obscene.
- B. Web.com neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Web.com reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Web.com are an appropriate recompense to Web.com for the time required to respond to and address issues created by your illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Web.com will actively

assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, your website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

6. Additional Indemnification Obligations. In addition to your indemnification obligations set forth elsewhere in this Agreement, you agree to defend, indemnify, and hold harmless Web.com and each of its officers, directors, employees, agents, affiliates, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with your website (including, but not limited to, website content) or the URL, and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Web.com' enforcement of said rights or defense and indemnity).

7. Ownership of Your Content.

- A. As between Customer and Web.com, all Content provided by Customer to Web.com for inclusion to the Website shall remain the sole and exclusive property of Customer. Customer acknowledges that all Content is owned by Customer or that Customer has a legal right to such Content and that such Content and the use thereof does not violate the Web.com Acceptable Use Policy in any way. Customer is responsible for any and all claims related to the Content. After the initial thirty (30) days following the launch of the Website (*i.e.*, 30 days after the Website goes live), Customer shall be granted rights to the domain name Customer selects for use with the Website (the "Domain Name"), however Web.com makes no representations whatsoever with respect to the rights to any Domain Name that Customer provides for use with the Services. Web.com can also not guarantee availability of any desired Domain Name. Customer will further be responsible for all claims related to your use of the Domain Name.
- B. With the exception of your interests with respect to your Content and rights to the Domain Name as identified in the previous paragraph, ownership interest to the Website, including, but not limited to the HTML coding, scripting, copyrights, and all other intellectual property rights, shall remain exclusively with Web.com and Web.com grants you a non-exclusive, revocable license to use these design elements and related applications provided you are current with respect to the service fees and not otherwise in breach of the Agreement. Web.com shall also have the right to display your Website on its online properties as an example of the design work Web.com is able to provide for its customers.
- C. Upon termination of the Services, should Customer desire to obtain ownership rights to the Website, Customer must obtain express written permission from Web.com and Customer shall further remit a fee to Web.com for the assignment of these rights to the Website. Provided Customer is not in default of the Agreement and Customer is also current with respect to payments owed to Web.com, the fee to be remitted for this assignment will be One Thousand Dollars (\$1,000.00). This assignment to Customer of ownership rights to the Website shall be limited to the actual portions of the Website visible on the Internet and its underlying HTML coding as developed specifically for Customer by Web.com, and shall be sent to Customer via compact disc within thirty (30) days of remitting payment, but this assignment shall not include any rights to Web.com's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to Web.com's products or services, which shall remain the sole and exclusive property of Web.com and its respective suppliers, affiliates, partners, and/or

licensors. For all images that are part of the Website and assigned to Customer hereunder, Customer is granted permission to only use those images in the manner in which it is provided to Customer by Web.com (i.e. embedded in the Website) and no other use of the images is permitted whatsoever. Moreover, upon assignment Web.com does not warrant the portability or functionality of the Website in any way to or on any platform, hosting or otherwise, that is not provided by Web.com.

Customers that purchase the Annual Custom Website product that desire to obtain ownership rights to the Website upon termination of the Services are not subject to the assignment fee set forth herein; provided, however, Customer must obtain express written permission from Web.com, complete the applicable annual term and be current with respect to payments owed to Web.com. All limitations to ownership rights in the assigned Website set forth herein shall apply.

Following the termination of the Services, provided such termination occurs after the initial thirty (30) days following the launch of the Website (i.e. 30 days after the Website goes live), and provided Customer is not otherwise in breach of the Agreement, Customer will retain their rights to the Domain Name. If Customer cancels their Services within the first thirty (30) days following the launch of the Website, Customer acknowledges and agrees that Web.com and/or an entity designated by Web.com will retain rights to the Domain Name, unless Customer had provided the Domain Name themselves for use with the Services. Furthermore, in any instance where Customer retains rights to the Domain Name following termination of the Services, Customer will be responsible for all fees, costs and claims related thereto, whereby the registration of Domain Name, and any ancillary Domain Name related services (such as private registration) must be renewed prior to expiration at the then-current rates to prevent such services from expiring.

8. Fees and Payment Terms. Fees for the Custom Website Services selected by you will be on a pre-paid basis, due and payable at point of sale (meaning at the beginning of the project) and then on a recurring basis, in advance of each billing cycle, throughout the Term of the Agreement, unless another fee or payment structure is mutually agreed to by you and Web.com in writing, namely, the Statement of Work or via other method such as an order confirmation or welcome email. You also agree to follow the timeline set forth by Web.com in the SOW, if applicable. You further agree that in the event you terminate your subscription to the Custom Website Services prior to the completion of your Custom Website Services you may be subject to a cancellation fee. If your Custom Website Services have been completed and been delivered to you, you will not receive a refund of any fees paid and, in the event we have permitted you to pay on a monthly (or other payment-over-time) basis, you will be obligated to pay us for the balance of your term. The purchase and completion of any Custom Website Services requires receipt of written content and images by you ("Content"). If insufficient Content is received we will complete your Custom Website Services with placeholder content and deliver the Custom Website Services to you within the guidelines of our timeline. At this time you will no longer be eligible for a refund. Content submitted after timeline can be added at an hourly rate determined by Web.com. If you purchase any Custom Website Services and Web.com has waived your initial design or set up fee or offered you a discounted set up or design fee, Web.com shall have the right to charge you, and you agree to permit Web.com to charge your credit card, up to Two Hundred and Fifty Dollars (\$250.00), should you choose to cancel the Custom Website Services within sixty (60) days from the date of purchase and after work on your Custom Website Services has started. If within sixty (60) days of purchase you choose to cancel your Custom Website Services you will be subject to a cancellation fee. Responses from you will be necessary for the project to move forward in a timely manner. In these situations, if a response is not received for more than sixty (60) days, the project is considered "abandoned" and you will be obligated to pay us for the balance of your term. In addition, if you request to remove your designed Content from our website builder platform, you agree to pay Twenty-Five Dollars (\$25.00) per page. Finally, Web.com reserves the right to charge you a fee for repeated missed consultations related to any Custom Website Services work.

Payment for the purchase of additional design time after the Custom Website Services have been completed ("Modification Time") will be on a pre-paid, hourly basis, due and payable at the beginning of each modification (and each month thereafter if purchasing additional Modification Time). Some Modification Time may be included in your Service, as stipulated in the sign-up or order process. Once any such Modification Time is exhausted

during the current month or other billing period, additional Modification will need to be purchased for an additional fee. Any unused Modification Time, paid or included, shall not "roll-over" and be used in a subsequent month.

9. Suspension and/or Termination. If you breach any term of this Agreement including, but not limited to, the terms of this Schedule or the AUP, Web.com may, in its sole and exclusive discretion, suspend or terminate your Custom Website Services immediately and without notice to you. In addition to your obligation to pay any set up and applicable fees for the Custom Website Services, fees for the Custom Website Services may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any fees for Custom Website Services that accrue during the period of suspension.

10. Refunds. Refunds are not available for Custom Website Services once you have approved your design composition and/or selected your design template. In any event, after one (1) year from the date of purchase, no refunds will be provided.

11. Modifications and Quotes. The prices and modifications agreed to in any SOW are unique to you. Any SOW prepared for you is valid for thirty (30) days from the date it is provided to you and will become void thereafter. If any change or alteration is made to the SOW, Web.com may issue to you a revised SOW and may require you to purchase additional Custom Website Services, which may be billed to you at an hourly rate. Customer is provided unlimited modifications with respect to each Package. Package limitations may be superseded with the purchase of additional Website add-on features.

12. Custom Website Add-on Features.

- A. Additional Pages. Customer may purchase up to 10 additional pages as a Custom Website Add-on Feature. The parameters of Customer's unlimited modification requests described in Paragraph 1.E above shall apply to any additional pages purchased by Customer.
- B. Image Gallery. Customer may purchase an Image Gallery as a Custom Website Add-on Feature. Customer shall be entitled to unlimited modifications to the Image Gallery upon purchase of this add-on feature.
- C. Rotating Banner. Customer may purchase a Rotating Banner as a Custom Website Add-on Feature. The Package does not include this design feature and will expand to include a Rotating Banner when this add-on feature is purchased. Customer shall be entitled to unlimited modifications to the Rotating Banner upon purchase of this add-on feature.

The unlimited modification specifications set forth above are subject to change at the sole and absolute discretion of Web.com.

13. Signature Series Services.

- A. For the Web.com Signature Series Services, Web.com will build a Signature Series Website (the "Signature Series Website") utilizing the design selected by you with information provided by you and will also provide a "1-800" number associated with the Signature Series Website with up to 200 minutes per month of local and long distance telephone service. Web.com shall develop and host the Signature Series Website on a network server accessible by the Internet via an assigned URL subdomain and register the URL with several World Wide Web Search Engines.
- B. You agree to pay the upfront design fee upon entering your payment information in the Web.com purchase system (the "Effective Date") and the recurring fees for the services (monthly or based on some other set billing frequency) for at least one (1) year from the date you are sent an email notifying you that the Signature Series Website has been hosted (the "Host Date").
- C. The Signature Series Website designs are delivered as they appear in the Signature Series library. Web.com will place your company logo or company name in the designated area. Web.com will add three pages of "get started" copy or Customer provided copy in the designated areas of the design. If

you choose a flash version of your design, Web.com will only be able to add the customer logo/company name and change the navigation button names within the flash file. Web.com will be unable to change the images in the flash files. If you choose a design that has more than five (5) navigation buttons built into the design, Web.com will not be able to delete the unused navigation buttons. Web.com will be able to replace images within the design in the non-flash version of the site only.

- D. This Agreement as it applies to the Signature Series Services is effective as of the Effective Date and shall continue for a period of one (1) year (the "Initial Term") unless otherwise terminated by Web.com or Customer. If terminated by Customer prior to the end of the Initial Term, Customer shall pay Web.com an early termination fee of fifty (50%) percent of the then-current recurring fee owed for the remainder of the Initial Term. After the Initial Term, this Agreement shall renew for successive billing periods until terminated by either Party.
- E. As between Customer and Web.com, all Content provided by Customer to Web.com for inclusion to the Signature Series Website shall remain the sole and exclusive property of Customer, provided Customer has legal rights to such Content. With the exception of your ownership interest as identified in the previous sentence, ownership interest to the Signature Series Website, including, but not limited to, the URL address, HTML coding, scripting, copyrights, domain names, and all other intellectual property rights, shall remain exclusively with Web.com. Upon termination of the Service, should Customer desire to obtain the proprietary, copyright, or ownership rights to the Signature Series Website, Customer must obtain express, written permission from Web.com, and Customer shall pay Web.com a transfer fee as compensation for assignment of the proprietary rights to the Signature Series Website. If the termination occurs within the Initial Term, the Transfer Fee shall equal one-hundred (100%) percent of the then-current recurring fee for the remainder of the Initial Term plus twelve (12) times the then-current recurring fee, or if the termination occurs after the Initial Term, the transfer fee will equal twelve (12) times the then-current recurring fee received by Web.com for the Service. Such ownership or proprietary rights to be assigned to Customer shall be limited to the actual the URL address, Signature Series Website and its underlying HTML script or coding as developed for Customer by Web.com, but shall not include any rights to Web.com's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to Web.com's products or services, which shall remain the sole and exclusive property of Web.com and its suppliers, affiliates, partners, and licensors.

13. Advanced Custom Websites / Custom WordPress Websites Services.

- A. For the Advanced Custom Websites / Custom WordPress Websites Services, Web.com will build an Advanced Custom Website (the "Advanced Custom Website") with information and/or materials provided by you and will also provide a trackable phone number associated with the Advanced Custom Website. Web.com shall develop and host the Advanced Custom Website on a network server accessible by the Internet via an assigned URL subdomain and register the URL with several World Wide Web Search Engines.
- B. Web.com will supply a set amount of hourly support and the amount of Website pages specified by the package selection chosen by Customer. Monthly support can be used for (a) content updates (specifically, existing copy or navigation), or (b) to upload new copy of images provided by Customer. When applicable, Web.com support will install or remove any features to which you are entitled from the purchase of a Feature Bundle which may not have been used in the original Advanced Custom Website design. Web.com can create new images/graphics and add additional pages on demand for an additional Ninety-Nine Dollars (\$99) each in additional to the monthly support fees. Content for new pages following the initial Website build are the responsibility of the Customer.
- C. Web.com shall install and maintain any Basic or Advanced features specified by Customer's selection of Single Features or Feature bundles as requested by the Customer.

- D. As between Customer and Web.com, all Content provided by Customer to Web.com for inclusion to the Advanced Custom Website shall remain the sole and exclusive property of Customer, provided Customer has legal rights to such Content. Should Customer desire to obtain the ownership rights to the Advanced Custom Website, provided that Customer has made all required payments and is otherwise not in breach of a Web.com agreement for Services, Customer shall (i) provide access to an alternate hosting platform, and (ii) reasonably assist Web.com in transferring such files. Such ownership rights to be assigned to Customer shall be limited to the actual URL address, the Advanced Custom Website, a WordPress Installation, and its underlying HTML script or coding as developed for Customer by Web.com, but shall not include any rights to Web.com's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to Web.com's products or services, which shall remain the sole and exclusive property of Web.com and its suppliers, affiliates, partners, and licensors.