

## **WEB HOSTING SERVICES**

1. Web.com may make available for purchase, from time to time, a variety of hosting or hosting related packages referred to as nsCommerceSpace™, Shared Web Hosting (formally Web Hosting), SharePoint® Hosting, VPS Hosting, other stand-alone hosting services and optional add-on services, as published on a Web.com website (collectively, "Web Hosting Services"). Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Web.com agrees to provide to you the Web Hosting Services you purchase during the sign-up process. Web.com reserves the right to amend its Web Hosting Services offerings and to add, delete, suspend or modify the terms and conditions of the Web Hosting 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.

### **2. Fees and Payment Terms.**

- A. Web Hosting Services shall be paid by valid credit card acceptable to Web.com or other payment method acceptable to Web.com for the Hosting Services. Your annual, monthly, or other recurring periodic payments for Hosting Services (the "Hosting Services Fees") shall be automatically charged to the credit card provided by you at the time of your purchase or such other credit card on your account (your "Credit Card"), with such payments being charged in advance, and you hereby agree that Web.com is authorized to charge your Credit Card or other selected payment method. Web.com, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and Web.com may amend such pricing in accordance with terms set forth in the Services Agreement. If you do not agree to any such change, you may terminate this Agreement (or cancel your Hosting Services, as applicable) further in accordance with the Agreement, otherwise all such changes will be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new or additional Hosting Services Fees, on the next monthly, annual or other recurring periodic payment cycle (as applicable).
- B. If your data usage or storage exceeds the amount permitted by the Hosting Services package or program you purchase, Web.com may, in its sole discretion, upgrade you to the next level package that supports the amount of data usage or storage you have used. If you are upgraded, you will be charged a prorated amount to upgrade your plan for the remainder of your term (the "Prorated Upgrade Payment") and your renewal Hosting Services Fees will be at the rate for such upgraded plan. Any Prorated Upgrade Payment and your new Hosting Service Fees will be automatically charged to your Credit Card, and you hereby agree that Web.com is authorized to charge your Credit Card. If you do not agree to any such upgrade, you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within five (5) days of such upgrade; otherwise all such changes will be effective with respect to your account, and you agree that we are authorized to charge your Credit Card for any Upgrade Payment and your new Hosting Service Fees.
- C. In addition to recurring service fees, Web.com may charge set up fees and other one-time fees for any optional services as set forth on our Website and/or described in this Schedule (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to Web.com) at the time of purchase at the price set forth on our Website. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to Web.com) at the time of your purchase, and you hereby agree that Web.com is authorized to so charge your credit card. Web.com, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

- D. Web.com will charge you a Processing Fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package. You authorize Web.com, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Web Hosting Services package for the amount of the Processing Fee.
- E. Web.com will suspend your account if you request a chargeback on your credit card for automatic charges to your credit card for excess data transfer usage as further addressed below.

### 3. Term and Termination,

- A. Term. Your Web Hosting Services shall be either (i) on a month-to-month basis for successive monthly periods or other similar billing cycle, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Web Hosting Services.
- B. Cancellation. Subject to your obligation to pay any applicable Processing Fees, you may cancel your Web Hosting Services at any time. To cancel your Subscription Service you must notify Web.com. Your Web Hosting Services will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Any fees already paid to Web.com shall not be reimbursed to you (except for money back guarantees that may apply to your services). Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Web.com, will be terminated as of the cancellation of your Web Hosting Services.
- C. Notwithstanding anything to the contrary in the Agreement and without limiting any right or remedy of Web.com contained in the Agreement, Web.com may suspend or terminate your Hosting Services, suspend your access and password, remove your Hosting Services from Web.com's servers, or remove any content within the Hosting Services, if Web.com concludes, in its sole and exclusive discretion, that you (i) have breached, violated, or acted inconsistently with the letter or spirit of the Agreement, including this Addendum, the Services Agreement, the Acceptable Use Policy, or any other applicable Web.com term, condition, rule, policy or any applicable law or regulation; (ii) have provided false information as part of your account information; (iii) have failed to keep your account information complete, true, and accurate; (iv) fail to respond to any email communication sent to the email address listed in your account information; (v) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; (vi) are engaged in activities or sales that may damage the rights or reputation of Web.com or others; or (vii) engage in any activity, whether or not intentionally, that threatens the stability or security of Web.com's network, servers, or other services, in Web.com's sole discretion (each "Termination for Cause"). Any Termination for Cause by Web.com will take effect immediately, and you expressly agree that you will not have any opportunity to cure. In addition, Web.com may terminate your Hosting Services at any time without cause upon notice to you. Your sole and exclusive remedy for such termination of your Hosting Services without cause, that you may qualify for, will be a refund of your Hosting Services Fees for the then current term.

### 4. Additional Warranty Disclaimers and Limitations of Liability.

- A. IN ADDITION TO THE OTHER DICLAIMERS AND LIMITATIONS OF LIABILITY OF WEB.COM AS SET FORTH IN THE AGREEMENT, WEB.COM IS ALSO NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO

OR FROM YOU OR STORED BY YOU OR ANY OF YOUR END USERS VIA THE HOSTING SERVICES PROVIDED BY WEB.COM.

- B. Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. Web.com has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet.
- C. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Web Hosting Services or obtain from the Internet.
- D. You agree that if Web.com takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Web.com shall have no liability to you or your end users due to any corrective action taken by Web.com.
- E. You agree that Web.com has no obligation to back-up any data related to your website unless Web.com expressly agrees otherwise in writing (or has expressly stated so on our Website). You agree that you will regularly back-up your data whether or not Web.com agrees to or actually does back-up any data.
- F. You agree that any backups provided in conjunction with the Web Hosting Services will be allocated to any applicable storage package.

5. Restrictions on Use.

- A. Web.com does not intend to and shall have no obligation to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Web Hosting Services (the "Content"). Your Content includes content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Web Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Web.com will have no liability to you or any of your end users due to any corrective action that Web.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by Web.com in conjunction with the Web Hosting Services that are found in other schedules to this Agreement.
- B. You warrant that your Content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.
- C. Your use of networks or computing resources provided to Web.com by third party providers and made available to you as part of the Web Hosting Services is subject to the respective permission and usage policies of such third parties. If you purchase VPS Hosting services, you agree to be bound by the terms of the End User License Agreement located at <http://www.swsoft.com/en/company/eula/>.
- D. You agree that you will not exceed the bandwidth or storage space limits applicable to the Web Hosting Services purchased, as set forth on our Website. You agree that if you do exceed either

of such limits, Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, deletion of part or all of your content, assessment of additional fees, suspension and/or termination of your Web Hosting Services. You agree that Web.com will have no liability to you or any of your end users due to any corrective action that Web.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. Furthermore, Web.com' hosting servers are not an archive and Web.com shall have no liability to you or any other person for loss, damage or destruction of any of your content. You shall at all times, use the space provided to you on Web.com' hosting servers exclusively for serving up and deploying your website. You shall not use the space provided to you on Web.com' hosting servers in any way which may result in an excessive load on the Web.com' equipment and/or network, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of the space provided to you on Web.com' hosting servers and your services shall be in a manner consistent with the terms and conditions of this Agreement and shall not in any way impair the functioning or operation of Web.com' equipment or network. Should your use of the Web.com' services result in a violation of this or any other part of this Agreement, in Web.com' sole discretion, Web.com may suspend your services until the cause of any such violation is determined and resolved.

- E. For the "Unlimited" shared Web Hosting Services, there is no bandwidth or storage space limit. However, "Unlimited" shared Web Hosting Services are not intended to support the hosting needs of large enterprises that require large bandwidth and storage capabilities. To insure that our shared hosting is reliable and available for all of our small business users, your usage cannot adversely affect the performance of other customers' sites. Using our "Unlimited" shared Web Hosting Services primarily as online storage space for archived electronic files is prohibited. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared hosting platform, Web.com may suspend or terminate your Web Hosting Services without liability.
- F. You may use the SpaceManager feature for this service (which is found on Web.com' website) in order to store and share up to 2GB of files. Each file shall not exceed 200MB in size. You agree that your use of SpaceManager shall not in any way impair the functioning or operation of Web.com' equipment or network. You further agree that if you exceed the limitations set forth above, and/or violate Web.com' Acceptable Use Policy. Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees, suspension, termination, and/or deletion of your files.

#### 6. Data Transfer Overage Charges.

- A. You agree that you will not exceed the data transfer (bandwidth) or storage space limits applicable to the Web Hosting Services purchased, as set forth on our Website. You agree that if you do exceed either of such limits, Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Web Hosting Services. You agree that Web.com will have no liability to you or any of your end users due to any corrective action that Web.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.
- B. Excess bandwidth usage cannot be purchased by you in advance.
- C. If you exceed your data transfer limit in the last 24 hours of any given month, Web.com will not charge you additional fees so long as the data transfer overage does not exceed 25GB.

- D. For the VPS Hosting, you agree that Web.com may automatically charge your credit card for the bandwidth overage fees. You may opt-out of automatic charges to your credit card by contacting Customer Service. If you opt out of the automatic overage charges, you risk account suspension if you exceed your allotted amount.

7. Other Terms and Conditions.

- A. The Web Hosting Services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and you reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through a website you establish via the Web Hosting Services, your relationship with the third-party merchant account provider may be subject to an application and approval process and you reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the Web Hosting Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. Additionally, depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution. Further, you agree that our third party vendors providing any services as part of the Web Hosting Services, and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. Finally, you acknowledge and agree that other Schedules in this Agreement may apply to the various services included in your Web Hosting Services package (for example, Schedules related to domain name registration, email, Private Registration, etc.), and that you have read and you agree to be bound by the additional terms and conditions in those Schedules.
- B. You agree that any domain name directory, sub-directory, file name or path (e.g. ) that does not resolve to an active web page on your Website being hosted by Web.com, may be used by Web.com to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Web.com' Website, Web.com product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that Web.com may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.
- C. For the VPS Hosting services, Web.com may also offer MyTime Support™ services in addition to providing its standard support services. MyTime Support™ is available to assist you with complex technical functions and issues related to the VPS Hosting services and are available for a fee that will be charged to your credit card based on the amount of support time used. Web.com makes no warranties with respect to any technical support services provided to you and you are solely responsible for the management of your VPS Hosting system, server software and applications.

8. Hosting Service Availability Guarantee. We guarantee that your Hosting Services will be up and accessible ("Available") 99.9% of the time except for interruptions caused by the following:

- errors caused by you from custom scripting or coding;

- any interruption caused by third party software installed by you;
- corrective actions taken by Web.com pursuant to the terms of this Agreement;
- outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and email;
- Internet frailties;
- any application under the Software/Services heading in our administrative panel;
- periodic scheduled maintenance or repairs that Web.com may undertake from time to time; and
- causes beyond the control of Web.com or that are not reasonably foreseeable by Web.com.

If your Hosting Services are not Available 99.9% of the time, your sole and exclusive remedy will be a credit for Hosting Services as specified in this Section. If during any month your Hosting Services are not available for a total number of hours you will receive a credit as follows:

- up to 1 hour, you will receive a credit for at least 1 hour of Hosting Services Fees;
- between 1 and 12 hours, you will receive a credit for at least 12 hours of Hosting Services Fees;
- between 12 and 24 hours, you will receive a credit for at least 24 hours of Hosting Services Fees;
- between 24 and 72 hours, you will receive a credit for at least 72 hours of Hosting Services Fees; or
- above 72 hours, you will receive a credit for 144 hours of Hosting Services Fees.

All credits will be calculated by prorating your current recurring fees to an hourly basis. The credit amounts above will be doubled for our highest level shared Hosting Services product. The credit may be used by you only for the renewal of your Hosting Services, and is exclusive of any applicable taxes. Each uptime calculation is measured by the uptime for the entire customer base across all hosting systems for Web.com. Scheduled maintenance to Web.com systems is excluded from the calculation of the uptime for UNIX and Windows users as well as events causing downtime that are outside of the control of Web.com® or are caused by third parties.

9. Content. You expressly grant to Web.com a non-exclusive, worldwide and royalty-free license to cache, copy, display, use, and transmit on and via the Internet the content that is submitted, stored, distributed or disseminated by you using the Hosting Services (including content supplied by third parties), including, without limitation, trade or service marks, text, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, software, files, data, works, information and/or other related materials (collectively, the "Content"), in connection with Web.com's performance or enforcement of the Agreement and revocable only upon the termination of Hosting Services. You are solely responsible for providing, updating, uploading and maintaining your website and any and all Content on, within, displayed, linked or transmitted to, from or through your website. Your Content also includes any registered domain names provided by you or registered on behalf of you in connection with the Hosting Services. Web.com does not intend to and shall have no obligation to systematically monitor the Content. Your Content includes content of the end users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Web.com has absolute discretion to take immediate corrective action, which may include removal of all or a portion of your Content, suspension of your Hosting Services, and termination of your Hosting Services, if notice of any possible violation of this Agreement (including but not limited to this Addendum, the Service Agreement, the Acceptable Use Policy, etc.) by you or your end users is determined by Web.com. You agree that Web.com will have no liability to you or any of your end users due to any corrective action that Web.com may take and that you will not be entitled to a refund of any fees paid in advance prior to the

corrective action. You agree to the additional restrictions of use for the supplementary services provided by Web.com in conjunction with the Hosting Services that are found in the Services Agreement.

10. Storage and Security. At all times, you bear full risk of loss and damage to your Website and all of your Content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree that you are solely responsible for all acts, omissions, and use under and charges incurred with your account or password or in connection with the Website or any of your Content displayed, linked, transmitted through, or stored on the Web.com servers. You are solely responsible for undertaking measures to:

- prevent any loss or damage to your Content;
- maintain independent archival and backup copies of your Content;
- ensure the security, confidentiality and integrity of all your Content transmitted through or stored on Web.com servers; and
- ensure the confidentiality of your password.

Web.com's servers are not an archive and Web.com shall have no liability to you or any other person for loss, damage, or destruction of any of your Content. The Hosting Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Web.com shall have no liability to you or any other person for your use of the Hosting Services in violation of these terms.

You agree that Web.com has no obligation to back-up any data related to your website. In the event your use of the Hosting Services is terminated, moving your website off of the Web.com servers is your responsibility. Web.com will not transfer or FTP your website to another provider.

11. IP Addresses. You acknowledge and agree that Web.com has the right to seek justification in connection with your use of the Hosting Services, specifically your purchase of additional IP addresses, and that you will be obligated to provide any and all information reasonably sought by Web.com pursuant to such justification. In the event you do not begin using at least ninety percent (90%) of your additional IP addresses, Web.com will have the right to reclaim any unused IP addresses within thirty (30) days from the time they are purchased. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the WHOIS database. Web.com will have no responsibility if your IP address is blacklisted and you are responsible for removal of your IP address from any blacklist.

12. Other Services. You acknowledge and agree that other terms, conditions, and agreements may apply to the various services included in your Hosting Services program or package (i.e., terms and conditions related to domain name registration, email, Private Domain Name Registration, etc.), and that you have read and you agree to be bound by such additional terms and conditions.