

ECOMMERCE SERVICES

1. Description of Service. Web.com may make available for purchase, from time to time, a variety of ecommerce packages or solutions, stand-alone eCommerce services, optional add-on ecommerce services and ecommerce software, as published on a Web.com website (collectively, "eCommerce Services"). The eCommerce Services include, but are not limited to, shopping cart functionality, ecommerce templates, storefront or ecommerce website design, support and hosting, order and payment processing, inventory and product tracking and management, and website analytical tools. Web.com reserves the right to amend its eCommerce Services offerings and to add, delete, suspend or modify the terms and conditions of the eCommerce 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. Software License and Proprietary Rights. During the term of this Agreement, Customer will have a limited, revocable, non-transferable and non-exclusive license for Customer to use the eCommerce Services, including but not limited to any software, and related documentation solely for Customer to provide business related services over the internet that are consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. Customer agrees that Customer and its agents will not: (i) sell, lease, transfer, license or sublicense the eCommerce Services; (ii) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the eCommerce Services in any way for any reason; (iii) provide, disclose, divulge or make available to, or permit use of the eCommerce Services by any third party; (iv) copy or reproduce all or any part of the eCommerce Services (except as expressly provided for herein); (v) interfere, or attempt to interfere, with the eCommerce Services in any way; (vi) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the eCommerce Services; (vii) knowingly introduce into or transmit through the eCommerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (viii) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the eCommerce Services; (ix) engage in or allow any action involving the eCommerce Services that is inconsistent with the terms and conditions of this Agreement; or (x) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the eCommerce Services and/or other products, services or software made available under this Agreement is transferred to Customer hereunder. Web.com, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the eCommerce Services and/or other products, services or software provided under this Agreement.

3. Audit Rights. If a customer has purchased any Web.com software or has obtained FTP access to the Web.com software or other eCommerce Services, Web.com shall have the right, during the term of this Agreement and for a period of six (6) months thereafter to access your location and files to inspect your or your agent's use of the eCommerce Services, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such audit or inspection. In the event that any audit shows any misuse, violation or breach of the eCommerce Services or this Agreement, Web.com shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate eCommerce Services if you are still a Web.com customer.

4. Availability, Downtime and General Services. The parties acknowledge that since the Internet is neither owned nor controlled by any one entity, Web.com makes no guarantees that any given user will be able to access the eCommerce Services at any given time. Web.com shall not be liable to Customer for failure of accessibility to the eCommerce Services or any potential or actual losses that Customer may suffer from your inability to access or use the eCommerce Services or your customer's inability to access any websites that may be supported or hosted by eCommerce Services. Web.com provides all

eCommerce Services and any software related to those services to you on an "as is" basis and does not guarantee that the eCommerce Services or any related software has no errors, defects or bugs or will function properly. Customer agrees that Web.com is not responsible in any way for any malfunction or downtime in the eCommerce Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. Web.com makes no guarantee that the eCommerce Services that you purchase will operate seamlessly and without error with your own hardware, software or other services (including third party products) that Customer currently uses. Web.com makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting your store(s) on Web.com or third party systems. From time to time, and as may be necessary to maintain such systems and Web.com hardware, Web.com reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that Web.com eCommerce Services, including the hosting of a your store, may be dependent on third party services that Web.com cannot control. Customer expressly agrees that the availability of those third party services may impact your eCommerce Services and therefore does not hold Web.com liable for any actions of a third party that may adversely impact your eCommerce Services. Any uptime calculation or percentage that is provided as a part of the eCommerce Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Web.com, including but not limited to the Force Majeure occurrences outlined in this Agreement. If you purchase eCommerce Design Services, you agree that you take full responsibility for all content suggested or supplied to Web.com for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for any such supplied content.

5. Fees and Payment Terms. Fees for the eCommerce 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. You also agree to pay any and all transaction fees and all other fees designated to be paid in arrears based on the value of goods and services sold through your Website via the eCommerce Services during the previous billing period in the following month, and further in accordance with the invoicing and payment requirements.

6. Restrictions on Use. You agree that you will not exceed the bandwidth or storage space limits applicable to the eCommerce Services purchased, as set forth on our Website. You agree that if you do exceed any such limits or otherwise engage in any such activity, Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, billing plan adjustment and/or upgrade, assessment of additional fees and/or suspension, and/or termination of your eCommerce Services. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared eCommerce Services platform, Web.com may adjust your billing plan and/or suspend or terminate your eCommerce Services without liability. 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.

6. Bandwidth Fees. Bandwidth overages will be incurred for each Gigabyte (GB) of usage over your allotted plan amount. The fees are applied by the following scale, which is subject to change at Web.com's sole discretion:

<u>Bandwidth Overage (GB)</u>	<u>Per GB</u>
6 - 10	\$ 1.50
11 - 24	\$ 3.50
25 - 60	\$ 5.00
61 - 100	\$ 7.50

Excess bandwidth usage cannot be purchased by you in advance. 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. For eCommerce Services, 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. Terms and Conditions of Web.com's Licensors. Customer acknowledges and agrees that the eCommerce Services are provided, in some cases, by third party Licensors to Web.com (hereinafter "Third Party Licensors"). For all eCommerce Services that are provided by Third Party Licensors to Web.com, Customer agrees with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where Customer elects to add services to its eCommerce Services package.

8. Changes to Web.com Licensors. Customer acknowledges that Web.com may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the eCommerce Services. In the event that Web.com changes Third Party Licensors, Web.com may provide Customer with notification of changes in Third Party Licensors and refer Customer to information posted on Web.com's website relative to that change which shall become Additional Terms and Conditions for the purposes of this Agreement.

9. MasterPass Online Services. Customer further expressly agrees that in conjunction with any use of any MasterPass Online services on your website and/or otherwise in connection with the eCommerce Services, Customer agrees to the Additional Terms and Conditions related thereto and located online here, and further authorizes Web.com to accept such Additional Terms and Conditions on your behalf. Customer expressly authorizes Web.com to opt Customer in to the MasterPass Online services, and should Customer be opted-in to any such services by Web.com, Customer shall have the right to opt-out of such services by contacting Web.com at 1-888-252-ECOM (3266).

10. Refunds. Refunds for certain eCommerce Services are only provided in limited instances and only within the first 30 days from your purchase of the services. Such refunds are only permitted where the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the 30-day trial offer. Refunds will not include a processing fee that all Customers must pay.

11. eCommerce Store Builder. In conjunction with Web.com's eCommerce Services, Web.com may provide a software program ("Software") that enables you to build an online store (the "Store") through which you can sell your products and services online. Web.com also provides other related services, including hosting of the Store, site design, email services, marketing services, domain name registration, and other such services, that along with the Software, may be offered to you (collectively, the "eCom Services").

- A. The Agreement is effective upon your use of the Software, whereby subject to all of the terms and conditions of this Agreement, Web.com will provide you with a limited license to use the Software. Subject to the terms and conditions of the Agreement, Web.com shall grant to you a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Software

on servers operated by or for Web.com ("Web.com Servers") through a Web.com website (the "Web.com Site") solely for the purpose of building, maintaining, and hosting the Store on which you offer products or services. The Store shall be hosted on a Web.com Server on which several merchants may share the resources and network capacity of that Web.com Server. You authorize Web.com to process any and all of your account transactions initiated through the use of the password and/or passphrase that you establish through registration on the Web.com Site and activation of your eCom Services account and you are solely responsible for maintaining the confidentiality of such password and/or passphrase.

- B. Upon activation of your eCom Services account and subject to the payment of applicable fees, Web.com will also provide certain hosting, support and other eCom Services to you during the term of this Agreement. Subject to payment of applicable fees, Web.com will provide design and customization Services for your Store as provided herein and in accordance with this Agreement and Web.com's then current customization terms and policies. You shall provide all Content for the Store, such as text, music, sound, photographs, video, graphics, logo data, software, design, and related information in a format and within a time period designated by Web.com.
- C. For the eCom Services and Software license, Web.com will invoice you and you agree to pay (i) all non-refundable recurring subscription and other annual or one-time fees, in advance, for the license of Software and eCom Services to be rendered to you by or on behalf of Web.com during the upcoming billing period, and (ii) all transaction fees and all other fees designated to be paid in arrears based on the value of goods and services sold through your Store during the previous billing period in the following month, and further in accordance with the invoicing and payment requirements. Web.com will debit all fees payable by you to Web.com directly from the credit card or PayPal account designated by you when you register for your eCom Services account in order to receive a license to the Software.
- D. The license for Software and eCom Services may require you to use PayPal as the Payment Solution for your Store. Using PayPal as a "Payment Solution" means that you use PayPal exclusively to process online payments from your Store customers. Other licenses will have the option of using PayPal as a Payment Solution or a "Payment Mark" or you may choose not to use PayPal. Using PayPal as a Payment Mark means that you are providing PayPal as a payment option to customers of your Store in conjunction with a third party online payment processing solution. In order to use PayPal with your Store, you are required to sign up for a Business or Premier PayPal account and comply with the PayPal User Agreement, PayPal Privacy Policy and other related terms, conditions, rules and policies.