

MASTER SERVICE AGREEMENT – SHARED WEB HOSTING

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO PLEXHOSTED LLC (“PLEX”) SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING AGREEMENT, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR PLEX ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THIS AGREEMENT.

1. ACCEPTANCE OF AGREEMENT OF SERVICE

1. As a precondition and requirement to use the shared web hosting services available via PlexHosted LLC, you, for yourself and for the company or other person(s), if any, you represent ("Subscriber" or "Subscribers", as applicable), hereby accept and agree to be legally bound by this Master Service Agreement – Shared Web Hosting ("Agreement"). This Agreement is effective immediately between the Subscriber and PlexHosted LLC and its subsidiaries and affiliates ("PLEX"). Each Subscriber is subject to this Agreement, and by using PLEX's shared web hosting, domain, a Secure Socket Layer (SSL) services, (collectively the "Services"), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in this Agreement, including all usage policies and other policies herein. To the extent consistent therewith, this Agreement also incorporates by reference the Domain Registration Agreement, GeoTrust SSL Service Agreement, and RapidSSL-GeoTrust SSL Service Agreement which can be found at www.plexhosted.com/about-us/legal.html.
2. Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by this Agreement. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of Section 13 of this Agreement from registering or signing up with or otherwise subscribing to or receiving any of the Services from PLEX. Further, Subscriber represents and warrants all information provided by Subscriber to PLEX has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to PLEX in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although subscribers of paid services offered through PLEX must be at least 18 years of age and otherwise legally competent to accept and be legally bound by this Term, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by this Agreement, and assume full responsibility and liability associated with any failure of compliance with the Agreement in connection with said minor's use of any of the Services.
3. PLEX intends to provide the best possible Service(s) to each of its Subscribers. PLEX is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, PLEX reserves the right, in its sole discretion, to change, modify, add or remove all or any part of this Agreement at any time with or without notice.
4. Subscribers may view the most current version of this Agreement at www.plexhosted.com/about-us/legal.html. Any use of the Services by Subscriber, after changes, modifications or deletions to this Agreement is posted on the PLEX website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to this Agreement, the

Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Sections 2.5.

5. PLEX may update, amend, modify or supplement the terms and conditions of this Agreement from time to time by updating this Agreement on its web site. The Subscriber is responsible for regularly reviewing the most current version of this Agreement at any time at <http://www.plexhosted.com/legal/>. If Subscriber continues to use the Services following any such amendment, modification or supplement, such use will be deemed acceptance of such update, amendment, modification or supplement by the Subscriber. If at any time Subscriber does not agree with any amendment, modification or supplement to the terms and conditions of this Agreement, you may terminate this Agreement for convenience as per Section 2.5.
6. If Subscriber is registering a new domain name with PLEX, or using or transferring a previously registered domain name in conjunction with Subscriber's use of the Services, Subscriber hereby acknowledges and agrees that Subscriber's use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN") and the Domain Registration Agreement located at www.plexhosted.com/about-us/legal.html.

2. TERM - PAYMENT - RENEWAL OF ACCOUNT AND DOMAIN

1. Term of Service. The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of this Agreement and terminates as set forth in Sections 2.5.
2. Payment. Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to this Agreement. Subscriber agrees to update and keep current all of the Subscriber's billing information, email and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to insure proper billing and continuity of the Services. PLEX may use Merchant Updater Services to receive updated billing information from participating providers.
3. Automatic Renewal of Hosting Account. As a courtesy and not as an obligation (contractual or otherwise), at least fourteen (14) days prior to the expiration of Subscriber's web hosting account, SSL, or domain(s), PLEX will automatically notify Subscriber of renewal. Upon receipt of the automatic renewal notice, the Subscriber may terminate Service(s) per Section 2.5 below. Otherwise, PLEX will automatically renew the Service(s) for the same duration initially selected, at the then current, non-promotional rate, by charging the applicable fee to Subscriber's current method of payment on file.
4. Automatic Renewal of Domain(s). As a courtesy and not as an obligation (contractual or otherwise), thirty (30) days prior to the expiration of Subscriber's domain, if registered with PLEX (or one of its Affiliates), or if transferred to and registered with PLEX (or one of its Affiliates), PLEX will automatically renew Subscriber's domain, by charging the applicable fee to Subscriber's current method of payment on file. Subscriber acknowledges and confirms that the obligation to renew his/her/its Domain(s) is solely and exclusively the responsibility of the Subscriber, and is not the obligation (contractual or otherwise) of PLEX. Subscriber hereby releases PLEX from any and all liability for failure for any reason to renew said Account or said Domain(s). Subscriber acknowledges that there may be many reasons why PLEX is unable to renew said Service(s), including but not limited to inability of PLEX, for any reason, to bill said renewal to Subscriber's method of payment on file, to contact or otherwise get response from Subscriber at the email address on file, or otherwise. Subscriber acknowledges that said Service(s), if not renewed, for whatever reason, will expire on the Services' next renewal date, as applicable. In the event that a domain expires, PLEX will hold the expired domain for up to thirty (30) days as a courtesy and not as an obligation (contractual or otherwise). Please review the Domain Registration Agreement located at www.plexhosted.com/about-us/legal.html for more information and procedures regarding the expiration of domains.
5. Notice of Cancellation. Subscriber agrees to notify PLEX of Subscriber's intent to cancel automatic renewal at least fifteen (15) business days prior to the account or domain expiration date, by logging into the PLEX portal at <https://plexhosted.com/billing/clientarea.php>.

Cancellation of Service(s) will not cancel or waive any fees owed to PLEX per this Agreement. Your data and account settings will be irrevocably deleted thirty (30) days from the date of cancellation unless Subscriber has paid all amounts owed to PLEX. It shall be the Subscriber's sole and exclusive responsibility to secure all necessary data from its account prior to cancellation.

6. Authority. In the event the Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing PLEX Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the corporation, limited liability company, partnership, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other terms set forth herein.

3. CANCELLATION OF SERVICES - REFUND POLICY

1. 30-day Money Back Guarantee. In some cases PLEX provides a 30-day money back guarantee for new hosting account registrations, subject to the following terms and conditions:
 - a. Nonrefundable Fees: Fees paid by Subscriber in connection with the purchase of SSL certificates, domain privacy, and domain names are nonrefundable ("Nonrefundable Fees") as are refunds of \$10.00 or less due to processing fees.
 - b. Cancellations within First 3 Days of Registration. In the event Subscriber cancels the Services within three (3) calendar days of registration, Subscriber will receive a full refund of all fees paid in connection with the registration upon request, with the exception of any Nonrefundable Fees set forth in Section 3.1.a.
 - c. Cancellations After 3 Days and Before 30 Days. In the event Subscriber cancels the Services after the expiration of three (3) calendar days, but prior to the expiration of thirty (30) calendar days, Subscriber will receive a refund of all fees paid in connection with the registration, with the exception of any Nonrefundable Fees set forth in Section 3.1.a.
 - d. Cancellations after 30 Days. Subscriber may cancel Services at any time, before or after automatic account renewal, per Section 2.5, and, with the exception of any Nonrefundable Fees set forth in Section 3.1.a and setup fees, if any, which are nonrefundable after 30 calendar days, receive a pro-rated refund for all recurring fees paid for Services as follows:
 - i. Monthly Payment Plans. The recurring fees for a web hosting Service purchased under a monthly payment plan (if offered) are automatically renewed on a monthly basis. After the first month of use, there are no refunds for Service paid monthly. Subscriber may cancel the Service per Section 2.5, and will have no further obligations for payment of fees.
 - ii. Semi-Annual Payment Plans. The recurring fees for a web hosting Service purchased under a semi-annual payment plan (if offered) are automatically renewed every six (6) months. The Subscriber may cancel the Service in the second month or beyond of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the semi-annual payment plan, less the already used months (two (2) months or greater, maximum four (4) months) of recurring fees as calculated by the then current monthly plan rate, as prorated monthly, for the equivalent Service and fees.
 - iii. Annual Payment Plans. The recurring fees for a web hosting Service purchased under an annual payment plan (if offered) are automatically renewed every twelve (12) months. The Subscriber may cancel the Service in the second through sixth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the annual payment plan, less the already used months (two (2) months or greater, maximum four (4) months) of recurring fees as calculated by the then current monthly plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service in the seventh through eleventh

- months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the annual payment plan, less the already used months (seven (7) months or greater, maximum ten (10) months) of recurring fees as calculated by the then current semi-annual plan rate, as prorated monthly, for the equivalent Service and fees.
- iv. Bi-Annual Payment Plans. The recurring fees for a web hosting Service purchased under a bi-annual payment plan (if offered) are automatically renewed every twenty-four (24) months. The Subscriber may cancel the Service in the second through sixth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the bi-annual payment plan, less the already used months (two (2) months or greater, maximum four (4) months) of recurring fees as calculated by the then current monthly plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service(s) in the seventh through twelfth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the bi-annual payment plan, less the already used months (seven (7) months or greater, maximum ten (10) months) of recurring fees as calculated by the then current semi-annual plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service(s) in the thirteenth through twenty-third months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the bi-annual payment plan, less the already used months (thirteen (13) months or greater, maximum twenty-two (22) months) of recurring fees as calculated by the then current annual plan rate, as prorated monthly, for the equivalent Service and fees.
- v. Tri-Annual Payment Plans. Tri-annual Payment Plans. The recurring fees for a web hosting Service purchased under a Tri-annual payment plan (if offered) are automatically renewed every thirty-six (36) months. The Subscriber may cancel the Service in the second through sixth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the tri-annual payment plan, less the already used months (two (2) months or greater, maximum four (4) months) of recurring fees as calculated by the then current monthly plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service in the seventh through twelfth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the tri-annual payment plan, less the already used months (seven (7) months or greater, maximum ten (10) months) of recurring fees as calculated by the then current semi-annual plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service in the thirteenth through twenty-fourth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the tri-annual payment plan, less the already used months (thirteen (13) months or greater, maximum twenty-two (22) months) of recurring fees as calculated by the then current annual plan rate, as prorated monthly, for the equivalent Service and fees. The Subscriber may cancel the Service in the twenty-fifth through thirty-fourth months of the payment plan, per Section 2.5, and receive a refund for the remaining months as calculated by total recurring fees paid for the tri-annual payment plan, less the already used months (twenty-five (25) months or greater, maximum thirty-four (34) months) of recurring fees as calculated by the then current bi-annual plan rate, as prorated monthly, for the equivalent Service and fees.

2. All refunds will be made to Subscriber's credit card on file the PLEX at the time the refund is requested.

3. Chargebacks and Reversals. In the event Subscriber issues a chargeback or reversal of charges without first following the cancellation procedures in Section 2.5, the Subscriber will be responsible for a \$50.00 billing service fee.

4. PROPRIETARY RIGHTS

This Agreement does not give the Subscriber any rights in PLEX intellectual property or technology. PLEX and related trademarks and logos are the exclusive property of PLEX. PLEX and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar PLEX from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

5. SECURITY AND OWNERSHIP

1. Site Security. PLEX uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's web site(s), and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, password, registered domain name(s); as well as any and all scripts or programs added to the account by the Subscriber or authorized users. Subscriber agrees to immediately notify PLEX of any unauthorized uses of the Service or any other breaches of security. PLEX will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services. Any programs or scripts available via the cPanel interface are solely the Subscriber's responsibility to update and secure.
2. License to PLEX. PLEX claims no ownership interest in the content of Subscriber's web site(s). By submitting content and data to PLEX, Subscriber grants to PLEX, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on PLEX's servers during the term of this Agreement. Subscriber also authorizes the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services as set forth in Paragraphs 2.1 and 3.
3. Transfer of Ownership. PLEX is not responsible to determine ownership of websites hosted by, accounts opened with, or domains registered with PLEX or its affiliates. By accessing PLEX's system, registering, or using any of the services provided by PLEX, the Subscriber, or any other person so accessing, registering or using, hereby represents and warrants that the information provided in connection with said registration, including as well information concerning ownership of websites, domains, and accounts, is true, accurate, and complete in each material detail. Any disputes arising regarding the ownership of any account, website, or domain hosted by, opened with, or registered with PLEX or any of its affiliates are subject to the terms and conditions of Section 5.5 of this Agreement.
 - a. PLEX will recognize a change of ownership of account(s) with, of websites hosted by, and/or of domains registered with PLEX or its affiliates only in the event that at least one of the following occur: i) there is received by PLEX a written statement (in a form acceptable to PLEX or applicable affiliate) containing the notarized signature of the original owner of the account, website, and/or domain, as applicable, confirming that ownership of the website, domain, and/or account, as applicable, has been transferred to a person (claimant) claiming to own said website, domain and/or account, as applicable, along with a written statement containing the notarized signature of the claimant confirming that she or he has acquired said ownership, has read and agrees to be bound by this Agreement; or, ii) PLEX is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned

Names and Numbers (.ICANN.), requiring PLEX (or affiliate) to transfer such ownership to said claimant.

- b. Subscriber acknowledges and accepts that the foregoing policies and procedures regarding transfer of ownership are the only way that notice(s) can be given and changes can be effected regarding said transfer of ownership within PLEX; and, further, that any other changes made directly by Subscriber or by others within the online records of PLEX or of its affiliates shall not be deemed effective to give notice to PLEX or its affiliates of any changes in said ownership.
 - c. Subscriber acknowledges and accepts that the foregoing policies and procedures regarding transfer of ownership are the only way that notice(s) can be given and changes can be effected regarding said transfer of ownership within PLEX; and, further, that any other changes made directly by Subscriber or by others within the online records of PLEX or of its affiliates shall not be deemed effective to give notice to PLEX or its affiliates of any changes in said ownership.
4. Disputing Site or Account Ownership Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site hosted by PLEX or in an associated PLEX account. PLEX is not obligated to resolve any such disputes. If multiple persons are claiming ownership of or rights in a site hosted by PLEX or in an associated PLEX account, and, in PLEX's sole judgment, there is no certainty as to the ownership of or rights in said site or account, then PLEX will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves PLEX of all liability or obligations concerning the dispute. If the disputing persons fail so to resolve the dispute within what PLEX, in its sole judgment, deems to be a reasonable time, then PLEX, at its option and without any obligation to do so, may, in accordance with and subject to the laws of the State of Georgia, USA, file an interpleader action in a court of competent jurisdiction within the State of Georgia, USA, for the purpose of allowing the contending persons to resolve said dispute and to reach certainty regarding ownership of or rights in said site and/or account. The person or persons conclusively and finally determined by the interpleader action to be the rightful owner(s) or interest holder(s) of said site and/or associated account shall be obligated to reimburse PLEX for all of its expenses relative to said interpleader action including without limit all its court costs and reasonable attorney fees. All amounts owed to PLEX under this Section 4.4 shall be deemed due and payable immediately upon thirty (30) days after judgment or settlement is reached in said interpleader action. Failure of the rightful owner of said site and/or associated account to cause PLEX to be timely paid in full all of said amounts shall be deemed a breach of this Agreement, shall subject the account to immediate termination, and shall entitle PLEX to a judgment against said rightful owner for all costs and all of PLEX's expenses relative to said interpleader action including without limit all of PLEX's court costs and reasonable attorney fees. No rights enumerated in this Section 4.4 shall in any way diminish any other rights of PLEX enumerated in any other section of this Agreement or otherwise available to PLEX at law or in equity.

6. PRIVACY POLICY

Please review the PLEX Privacy Policy found at <https://www.plexhosted.com/company/legal.html>. Additionally, if the Subscriber is a citizen of a country that is a member of the European Union or the Subscriber's company is registered in a country that is a member of the European Union, and the Subscriber plans to store personal data as part of the Services provided by PLEX, the Subscriber hereby agrees to be additionally bound by the terms and conditions provided in Annex 1 - Standard Contractual Clauses for European Union Customers found on the PLEX website at <http://www.plexhosted.com/company/legal.html>.

7. COOKIE POLICY STATEMENT

1. General Purposes. PLEX understands that many of its Subscribers are concerned about "cookies", which are electronic collections of information stored on the local computer of a person using the worldwide web and which are used chiefly by websites to keep track of visitors

and registered users and to relate one computer transaction to a later one. PLEX provides this Cookie Policy Statement to let you, the Subscriber, know how PLEX uses this technology. PLEX uses cookies to help PLEX improve its website and web hosting services, and, most importantly, to provide PLEX's existing Subscribers with the opportunity for continued savings and increased convenience.

2. Cookies for Improving Our Web Site. PLEX uses cookies to inform PLEX of a repeat visit. The cookie does not tell PLEX who a visitor is, the visitor's name, email address, or Passwords.
3. Cookies for Banner Rewards Program. To offer PLEX Subscribers continued savings, PLEX uses cookies to help monitor the traffic generated from PLEX banners and logo buttons displayed on PLEX Subscribers' websites. For every new PLEX Subscriber that is introduced to PLEX through a Subscriber's website, the Subscriber receives a credited discount.
4. Cookies for Subscriber Account Management. For PLEX Subscribers, PLEX uses cookies to store user names for added convenience to the Webmaster. As part of our PLEX web hosting package, PLEX offers password-protected, web-based management tools. By storing a Subscriber's username in a cookie, the Webmaster will not have to fill out form fields each time he or she manages the account. (The cookie does not store Passwords.) PLEX is dedicated to using the newest technologies in order to simplify our Subscribers' experience.

8. PROHIBITED USES

1. Breach of Agreement and Account Termination. The uses of PLEX Services set forth in this section 9 hereinbelow are prohibited. The engaging in any prohibited use as set forth herein by Subscriber or by any affiliate or subscriber of Subscriber (as determined in the sole discretion of PLEX) constitutes a material breach of this Agreement and will subject Subscriber's account to immediate termination without notice.
2. Spamming. Spamming, whether or not it overloads the Services or disrupts service to PLEX's Subscribers, is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an open SMTP policy, or sending to any mailing list that is not double opt in. PLEX requires that all email messages contain an automated opt out. We do not allow purchased lists. PLEX's Subscribers are required to follow all rules in the Can Spam Act (<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) as well as our company spam rules. PLEX reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Irrespective of whether an email campaign constitutes Spamming as defined herein, PLEX allows a MAXIMUM of 500 emails per hour to be sent from any individual hosting account.
3. Prohibited Offerings. No Subscriber may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
4. Profanity. Profanity or profane subject matter in the site content and in the domain name is prohibited.
5. Private Information and Images. Subscribers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
6. Violations of Intellectual Property Rights. Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. PLEX is required by law to remove or block access to content appearing on or through the Services

upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below).

7. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
8. Viruses and Other Destructive Activities. Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
9. Hacking. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
10. Anonymous Proxies. PLEX does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
11. Export Control Violations. The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law.
12. Pornography. The use of the Services to store, post, display, transmit, advertise or otherwise make available pornography and in particular child pornography, is prohibited. PLEX is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.
13. Other Illegal Activities. The use of the Services to engage in any activity that is determined by PLEX, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available Ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. PLEX will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.
14. Obscene, Defamatory, Abusive or Threatening Language. Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.
15. Backup Storage. PLEX offers its Services to host web sites, not to store data. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of hosting services without prior notice.
16. Other Activities. Engaging in any activity that, in PLEX's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, PLEX's business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of PLEX's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Agreement. In addition, the failure of Subscriber to cooperate with PLEX in correcting or preventing violations of this Agreement by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of this Agreement by Subscriber.

9. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS

1. Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Subscriber. All right, title, and interest in any product or service provided to Subscriber is solely the property of PLEX and its vendors and licensors. These products and services are only for the Subscriber's use in connection with the Services.
2. Subscriber hereby represents and warrants to PLEX that Subscriber has the right to use any patented, copyrighted, trademarked or proprietary material which Subscriber uses, posts, or otherwise transfers to or by way of PLEX servers.
3. Copyright Notice Infringement Information. In accordance with the Digital Millennium Copyright Act, PLEX has adopted a policy that provides for the termination of websites hosted by PLEX that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted by PLEX or a PLEX subsidiary, and the copyright holder wants PLEX to remove the website or disable the material in question, PLEX will remove the website or disable the material if the copyright holder provides us with all of the following information.
 4. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
 5. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.
 6. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.
 7. A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 8. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Email DMCA reports to legal@plexhosted.com.

10. GENERAL

1. Promotional Pricing. PLEX may periodically offer "free" or discounted services or credits in connection with a promotional offer, including, without limitation, free domain name registration. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Subscriber downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply, Subscriber will forfeit any unused free credits offered under the promotional packaged and PLEX will charge Subscriber the prevailing fees for any free credits redeemed by Subscriber under the promotional package.
2. Backups. For its own operational efficiencies and purposes, PLEX from time to time backs up data on its servers, but is under no obligation or duty to Subscriber to do so under this Agreement. IT IS SOLELY SUBSCRIBER'S DUTY AND RESPONSIBILITY TO BACKUP SUBSCRIBER'S FILES AND DATA ON PLEX SERVERS, AND under no circumstance will PLEX be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber FILES AND/or data on any PLEX server. PLEX will not attempt to back up accounts that exceed 50,000 files or 30 Gigs of space for any reason.
3. Monitoring and Disclosures. All activities occurring on, in, and/or via the Services or any website hosted by PLEX may be monitored, recorded, and examined by any authorized person,

including as well law enforcement. In general, PLEX does not monitor its Subscribers' websites or activities to determine whether they are in compliance with this Agreement. However, when and if PLEX becomes aware of any violation of this Agreement, PLEX may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via PLEX, and/or removing non-complying information. In addition, PLEX may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of the activities of such subscriber, patron, customer, invitee, visitor, or guest. PLEX reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. PLEX may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect PLEX or others from harm, and/or to ensure the proper operation of the Services. PLEX has no obligation to notify any person, including the Subscriber about whom information is sought, that PLEX has provided the information.

4. **Accurate Account Information.** It is the Subscriber's responsibility to keep accurate and current Subscriber's contact and payment information stored and saved on PLEX in order to avoid termination of Subscriber's Service(s).
5. **Duty to Notify PLEX of Breach.** If Subscriber discovers anyone on the PLEX system violating any of this Agreement or notices anything suspicious from the PLEX network, Subscriber agrees to report the violation or suspicious activity to PLEX for investigation. PLEX reserves the right to and will immediately terminate any account which PLEX concludes to be in violation of any of this Agreement.
6. **Reservation of Rights.** PLEX reserves the right to refuse or to cancel service to any prospective Subscriber or existing Subscriber for any lawful reason at any time during Subscriber's hosting term with PLEX.
7. **Parked Page Services.** PLEX provides Parked Page Services on domains registered through or hosted with PLEX. User can opt out of the Parked Page Services at any time by simply replacing the default web page on the parked domain or pointing the DNS away from PLEX. By using any of the Parked Pages Services, User agrees that PLEX may point the domain name or DNS to one of PLEX's or PLEX's affiliates web pages, and that they may place advertising on User's web page and that PLEX specifically reserves this right. User shall have no right to any compensation and shall not be entitled and shall have no right to receive any funds related to the monetization of User's Parked Pages. User agrees to indemnify and hold harmless PLEX for any complications arising out of use of the Parked Page Services, including, but not limited to, actions PLEX chooses to take to remedy User's improper or illegal use of a Web site hosted by PLEX. User agrees it is not entitled to a refund of any fees paid to PLEX. If a dispute arises as a result of one or more of User's Parked Pages, User will indemnify, defend and hold PLEX harmless for damages arising out of such dispute. User also agrees that if PLEX is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Web site hosted by PLEX that PLEX, in its sole discretion, may take whatever action PLEX deems necessary regarding further modification, assignment of and/or control of the Web site to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

11. WARRANTY DISCLAIMER - LIMITATIONS - INDEMNIFICATION

1. **Warranty Disclaimer.** YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. PLEX HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND

SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY PLEX OR PLEX'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. PLEX DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. PLEX DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. PLEX DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR PLEX IN PARTICULAR.

2. Limitations on PLEX's Liability. PLEX SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL PLEX BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT PLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. PLEX SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. PLEX'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL PLEX'S LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU, THE SUBSCRIBER, TO PLEX FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION . SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, PLEX'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
3. Indemnification of PLEX. Subscriber agrees to defend, indemnify and hold PLEX, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to Subscriber's breach of any part of this Agreement in the use by you or any third party of the Services, except to the extent the foregoing directly result from PLEX's own gross negligence or willful misconduct. PLEX reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

12. PROHIBITED PERSONS (COUNTRIES, ENTITIES, AND INDIVIDUALS)

1. Sanctioned Countries. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that, with respect to all or certain commercial activities that would otherwise occur between i) the United States, its citizens or residents on the one hand and ii) the governments, citizens, or residents

of certain other countries ("Sanctioned Countries") on the other hand, said commercial activities are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. "Sanctioned Countries" shall be deemed automatically to be added to or otherwise modified from time to time consistent with the determination(s) of the government of the United States, and shall include all other countries with respect to which commercial activities are prohibited, embargoed, sanctioned, banned and/or otherwise excluded by determination(s) of the government of the United States from time to time.

- a. Each Sanctioned Country, all governmental, commercial, or other entities located therein, and all individuals located in any Sanctioned Country are hereby prohibited from registering or signing up with, subscribing to, or using any service of PLEX.
 - b. Each individual which is a National or Citizen of a Sanctioned Country is hereby prohibited from registering or signing up with, subscribing to, or using any service of PLEX, regardless of where said individual is located.
2. Prohibited Organizations/Entities. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain organizations and/or entities (collectively "Prohibited Organizations/Entities" and individually "Prohibited Organization/Entity") are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Organizations/Entities are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.
- a. Each Prohibited Organization/Entity is hereby prohibited from registering or signing up with, subscribing to, or using any service of PLEX.
3. Prohibited Individuals. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain individuals (collectively "Prohibited Individuals" and individually "Prohibited Individual"), including without limit, certain Specially Designated Nationals are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Individuals are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.
- a. Each Prohibited Individual is hereby prohibited from registering or signing up with, subscribing to, or using any service of PLEX.

13. MISCELLANEOUS

1. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, USA, without reference to conflict of law principles. The United Nations Convention on the International Sale of Goods shall not apply and is hereby expressly excluded. By subscribing to or using any of the Services of PLEX, Subscriber agrees that all disputes, if any, involving PLEX shall be subject exclusively to the jurisdiction of the State and Federal Courts within the State of Georgia, USA; provided, further, that all action brought against PLEX in State Court must be brought in Fulton County, Georgia, USA and, if in Federal Court, in Atlanta, Georgia, USA. Subscriber hereby agrees that it is subject to the in personam jurisdiction of said courts for all purposes in connection with this Agreement and/or in connection with any claim or dispute involving PLEX. Subscriber hereby waives any and all objections that it has or might have,

known or unknown, whether under Georgia's long arm statute or otherwise, to the existence of said in personam jurisdiction. Subscriber agrees that it has no right to and shall not file or otherwise bring a lawsuit against PLEX outside the State of Georgia; and, that Subscriber, if involved before a court in a lawsuit outside of the State of Georgia, shall be deemed to support and to stipulate to a motion made by PLEX to dismiss said lawsuit with respect to PLEX. This choice of jurisdiction does not prevent either PLEX or Subscriber from seeking injunctive relief with respect to a violation, infringement or misappropriation of intellectual property rights or confidentiality obligations in any jurisdiction.

2. **Severability.** This Agreement is binding upon PLEX, all existing and prospective Subscribers, and upon the assigns, heirs, and successors of each. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of this Agreement shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining Agreement is then otherwise consistent with the original intent of the Agreement of Service.
3. **No Waiver.** No waiver by PLEX of any breach by Subscriber of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing. No modification of this Agreement shall be effective unless it is in writing and signed by PLEX, and then only to the extent set forth in such writing. We may modify or amend this Agreement, including the Service Level Agreement and the rates and fees, from time to time. Unless otherwise provided in this Agreement, all such modifications or amendments shall be effective immediately upon posting on the Website. Subscriber may request a copy of the revised Agreement by emailing us at legal@plexhosted.com. **SUBSCRIBER'S CONTINUED USE OF YOUR ACCOUNT AND/OR THE SERVICES AFTER THE NOTICE PERIOD WILL BE CONCLUSIVELY DEEMED TO BE ACCEPTANCE BY YOU OF ANY SUCH MODIFICATIONS OR AMENDMENTS.**
4. **Assignment.** Neither party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld; provided that PLEX may assign or transfer this Agreement, or any rights or obligations hereunder, in whole or in part: (i) to an affiliate of PLEX, (ii) in connection with a merger, amalgamation or sale of all or a substantial part of the business of PLEX, or (iii) for financing, securitization or other similar purposes, which assignments and/or transfers shall operate novation and discharge PLEX hereunder. A change of control of Subscriber shall be deemed to be an assignment and transfer hereunder and shall be governed by the requirements of this provision.
5. **Excused Performance.** Except for monetary obligations, this Agreement and Subscriber's obligations hereunder shall not be affected or impaired because PLEX is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of circumstances beyond PLEX's control (including any and all labor disputes, strikes and lockouts, third parties, and failures of the Internet) and PLEX's obligations under this Agreement shall be suspended and excused by any such events or circumstances.
6. Sections 9, 11 and this Section 13 of this Agreement shall survive termination.
7. **Entire Agreement.** This Agreement constitutes the entire agreement for provision of the Services to Subscriber and supersedes all other prior agreements and understandings, both written and oral, between PLEX and you with respect to the Services. Subscriber understands and agrees that PLEX and Subscriber intend to include, as the sole third party beneficiaries of this Agreement, PLEX's software vendors, with all rights and remedies available as if such vendors were a party to this Agreement.

(END of Master Service Agreement – Shared Web Hosting)