

TERMS OF USE FOR DUOCIRCLE'S WEBSITES AND SERVICES PROVIDED UNDER THE DUOCIRCLE BRANDS PLEASE READ CAREFULLY – THIS IS A BINDING CONTRACT

Last Modified: Tuesday, April 2, 2019

THIS TERMS OF SERVICE AGREEMENT (THE "AGREEMENT") IS A BINDING AGREEMENT BETWEEN DUOCIRCLE LLC. ("DUOCIRCLE") AND YOU. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT CONTINUE TO CREATE AN ACCOUNT AN/OR USE DUOCIRCLE'S WEBSITES AND SERVICES. THIS AGREEMENT INCORPORATES BY REFERENCE ALL OTHER POLICIES REFERENCED HEREIN AND LISTED ON DUOCIRCLE'S LEGAL NOTICES WEBPAGE (DUOCIRCLE.COM/LEGAL/), INCLUDING BUT NOT LIMITED TO THE ACCEPTABLE USE POLICY, CHARGEBACK POLICY, ACCOUNT OWNERSHIP AND RECOVERY AGREEMENT, SECRET REGISTRATION AGREEMENT, SSL CERTIFICATE SUBSCRIBER AGREEMENT, TRADEMARK NOTICES, DOMAIN REGISTRATION AGREEMENT, .CX REGISTRATION AGREEMENT, LEGAL REQUEST RESPONSE POLICY, AND THOSE POLICIES REFERENCED IN SECTION 7 HEREOF (COLLECTIVELY THE "ADDITIONAL POLICIES"), EACH OF WHICH IS AVAILABLE VIA THE DUOCIRCLE'S WEBSITES AS THEY MAY BE MODIFIED BY DUOCIRCLE, IN ITS SOLE DISCRETION, FROM TIME TO TIME.

1. Acceptance by You.

a. Use of the Services. In order to use websites owned and operated by DuoCircle ("DuoCircle's Websites") and Services, You must first agree to the terms of this Agreement. You may not use the DuoCircle's Websites or the Services if you do not accept the terms of this Agreement and the applicable Additional Policies. You can accept the terms of this Agreement and the Additional Policies by: (i) clicking to accept or agree to this Agreement, where this option is made available to you by DuoCircle in the user interface for any Service; or (ii) actually using the Services. In the case of the later, You understand and agree that DuoCircle will treat your use of the Services as acceptance of this Agreement and all applicable Additional Policies from this time forward.

b. Use Prohibited. You may not use the Services and may not accept the Terms if: (i) You are not old enough age to form a legal, binding contract with DuoCircle or (ii) You are a person barred from receiving the Services under the laws of the United States or any other country including the country in which You are resident or from which You use the Services.

c. Copy of Agreement. Before You accept the terms of this Agreement, You should print off or save a copy of this Agreement and any relevant Additional Policies for your records.

2. Access to Your Account.

a. Email Is Primary Authentication Tool. You acknowledge and agree that the sole means by which DuoCircle will authenticate Your right to control Your account with DuoCircle is via the email address You keep on file with DuoCircle. You should appropriately protect safeguard any and all security credentials provided by You to DuoCircle or provided by DuoCircle to You. All actions taken using Your email address and/or password shall be deemed to be

actions taken by You. Additionally, You agree to immediately notify DuoCircle of any unauthorized use of Your account or any other breach of security of which You become aware.

b. *Contact Email Address Must Be Kept Up To Date.* You agree to immediately notify DuoCircle of any change in Your email address.

3. Free and Paid Services.

The services covered by this Agreement include both services that DuoCircle makes available free of charge (the "Free Services") and services that DuoCircle makes available for a fee (the "Paid Services"). The Free Services and the Paid Services are referred to collectively in this Agreement as the "Services" and each Free Service and Paid Service is referred to individually as a "Service."

a. *Free Services.* The Free Services include all services that DuoCircle makes available to You free of charge on DuoCircle's Websites.

b. *Paid Services.* The Paid Services include all web services and any related support services that DuoCircle makes available to You for a fee on the DuoCircle's Websites. The Paid Services include, but are not limited to: authoritative secondary and/or recursive domain name system ("DNS") services, enhanced customer support services, email services, URL forwarding services, WHOIS privacy services, Internet domain name registration, Internet domain name transfer, email hosting services and phone customer support.

c. *Change of Service Status.* DuoCircle reserves the right at any time and at its sole discretion to reclassify a Paid Service as a Free Service or a Free Service as a Paid Service. Upon such reclassification of a Paid Service as a Free Service no refunds will be issued to You. Upon reclassification of a Free Service as a Paid Service, You must pay the associated fee to use the reclassified service.

d. *Modifications to Services.* DuoCircle reserves the right to modify or discontinue Free or Paid Services with or without notice to You. DuoCircle shall not be liable to You or any third party should DuoCircle exercise its right to modify or discontinue the Service.

4. Modifications to this Agreement.

You agree that DuoCircle may modify this Agreement and the Additional Policies, at any time by posting a revised version of the document at issue on DuoCircle's Websites.

a. *Revisions Effective upon Posting.* All revisions to this Agreement and the Additional Policies shall be effective immediately upon posting of such revisions to DuoCircle's Websites. It is Your responsibility to check DuoCircle's Website pages regularly for changes to this Agreement or the Additional Policies, as applicable. For Your convenience, a "last modified on" date will be set fourth near the top of this Agreement, and if possible, all Additional Policies.

b. *Continued Use Constitutes Acceptance of Revised Terms.* By continuing to use or receive the Services after the effective date of any revisions to this Agreement or the Additional Policies, You agree to be bound by the revised Agreement and Additional Policies.

5. Term, Suspension and Termination.

a. *Term.* The term of this Agreement (the "Term") will commence when You agree to the

terms and conditions of this Agreement, or any revisions hereto, by taking the actions referenced in Section 1. This Agreement will remain in effect until terminated by You or DuoCircle in accordance with this Section 5.

b. *Suspension of Services.* DuoCircle may suspend Your access to the Services, in whole or in part, for any reason and at any time without notice to You. During any such suspension of the Services: (i) You shall remain liable for all fees, charges and any other obligations You have incurred for any Paid Services; (ii) all fees, charges, and any other obligations shall continue to accrue during the suspension period; and (iii) all of Your rights with respect to the applicable Services shall be terminated during the period of the suspension.

c. *Termination.*

i. *Termination of Particular Services.* If You fail to (a) take any action that You are required by DuoCircle policy to take in relation to any Free Service or Paid Service or (b) make any payment, when due, for any Paid Service that you have elected to purchase, DuoCircle shall immediately and without notice have the right to terminate Your ability to use the Free or Paid Service at issue.

ii. *Termination of Agreement.* Except as may be provided for in Section 7, either You or DuoCircle may terminate this Agreement with or without cause or prior notice at any time. In the case of termination by You, this Agreement shall terminate upon Your completion of account closure process. Except as may be provided for in Section 7, DuoCircle may terminate this Agreement with or without cause or prior notice at any time. In case of termination by DuoCircle this Agreement shall terminate upon the cessation of services. DuoCircle may provide notice of such termination at its sole discretion. Upon termination of this Agreement in accordance with this Section 5.c, You shall remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect to any Paid Services. Except as provided in Section 17(j) (Survival), all of Your rights and obligations under this Agreement shall immediately terminate upon termination of this Agreement in accordance with this Section 5.c.

d. *Data Preservation.*

i. *In the event of a Suspension.* In the event of a suspension by DuoCircle of Your access to any Service for any reason, during the period of suspension: (i) DuoCircle will not take any action to intentionally erase any of Your data stored on the Services and (ii) any and all service fees will continue to accrue.

ii. *In the Event of Termination of Particular Service or Agreement.* In the event of Termination of a particular Service or of this Agreement under Section 5.c., DuoCircle shall have no obligation to continue to store any information or data that You provide or provided to DuoCircle or to permit You to retrieve the same.

e. *Post-Termination Assistance.* Following the Suspension or Termination of any Service or of this Agreement, DuoCircle may make available, on a paid or an unpaid basis, services that ease Your transition to another service provider. Your right to take advantage of any such

services shall be conditioned upon Your acceptance of and compliance with the terms, conditions, and fees associated with the provision of such services by DuoCircle.

6. Authorization and License to Use the Services.

a. Authorization and License. Subject to Your acceptance of and compliance with this Agreement and all applicable Additional Policies and with the payment requirements for the Services that are set forth on the applicable Service detail and/or Service order page on DuoCircle's Websites (as such payment terms may be updated from time to time), DuoCircle hereby grants You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, subject to DuoCircle's domestic and international intellectual property rights, to access and use the Services, solely in accordance with the terms and conditions of this Agreement and the Additional Policies.

b. Acceptable Use. You shall use the Services in accordance with the AUP, and which may be updated from time to time at DuoCircle's sole discretion.

c. Cooperation. You understand and agree that if You fail to promptly cooperate with DuoCircle in its attempt to investigate and resolve any allegation that You are using the Services in violation of the AUP, DuoCircle may immediately suspend Your ability to use the Services.

7. Addition Terms of Use for Specific Services.

In addition to the terms of this Agreement, the Services listed in this Section 7 shall also be subject to the additional terms of use as provided for below. In the event of a conflict between the terms and conditions of this Agreement and any of the below terms (or any of the terms in any of the documents referenced below), the below terms (or terms in the referenced documents) shall apply, but only to the extent of such conflict.

a. Premier Support Incident. Subject to the terms of this Agreement and the Premier Support guidelines("Guidelines"), DuoCircle will provide You with Premier Support ("Paid Support"). Paid Support is made available for Your use in connection with the Services and not for Your use of third-party goods, products or services. If You are experiencing problems with Your Services in connection with Your use of a program, product or service that was provided to You by a third-party (someone other than Yourself or DuoCircle) then Paid Support is not available. In providing Paid Support, DuoCircle will use commercially reasonable efforts to: (i) meet all the time period deadlines outlined in the DNS SLA and Guidelines and (ii) work towards the identification and resolution of the problems submitted. DuoCircle does not represent, warrant or guarantee that (a) DuoCircle will always be able to resolve a Premier Support Incident fully, (b) You will no longer experience a problem after receiving assistance from DuoCircle or (c) DuoCircle will provide a "fix," "patch" or other workaround in connection with any issue or problem You raise with DuoCircle.

b. DuoCircle Email. Your use of all DuoCircle Email branded services is subject to the following additional terms.

i. You understand that the delivery of electronic mail involves networks, applications, processes and systems that are under DuoCircle's control and networks, applications, processes and systems that are controlled by third parties, and thus, DuoCircle cannot

guarantee that any piece of electronic mail will be delivered promptly or at all.

ii. You understand and agree that DuoCircle will only queue what DuoCircle in its sole and unfettered discretion, deems to be a reasonable number of electronic mail messages on your behalf.

iii. You agree that You will not use any DuoCircle Email branded services to send: (i) "spam" or unsolicited email, including, but not limited to emails constituting or promoting pyramid schemes or chain letters or (ii) email that violates any provision of the CAN SPAM Act of 2003 or other applicable state or federal laws and regulations.

iv. You agree that You will not, in connection with Your use of any DuoCircle Email branded service, alter or obscure email headers or assume the identity of a sender without the explicit permission of that sender.

8. License to Use the DuoCircle Properties

a. Limited License. DuoCircle may make available to You, for Your installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (all such materials except those specifically made available by DuoCircle under separate license terms, the "DuoCircle Properties"). Subject to Your acceptance of this Agreement, Your ongoing compliance with its terms and conditions of this Agreement and any applicable Additional Policies, and Your payment of all applicable fees and changes, DuoCircle hereby grants to You, a limited, non-exclusive, non-sublicenseable, non-transferable license during the Term, subject to DuoCircle's intellectual property and/or proprietary rights in and to the DuoCircle Properties, to install, copy and use the DuoCircle Properties solely in connection with and as necessary for Your use of the Services and solely to the extent You remain in compliance with all the terms and conditions of this Agreement and all applicable Additional Policies.

b. The DuoCircle Properties. The DuoCircle Properties, include, but are not limited to, any of the following: articles and documentation for use in connection with the use of the Services; specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and/or other of the DuoCircle Properties (by themselves or in connection with the other, or other technology); textual and other forms of digital content, data, text, images, logos, user interface designs and other creative designs, audio and video available on DuoCircle's Websites; and sample computer programming code which DuoCircle may make available from time to time for use in connection with the Services ("Sample Code"). Your use of the Sample Code may be subject to additional terms and conditions as set form in additional licenses, which, if applicable, will be made available on DuoCircle's Websites and, if made so available, shall take precedence and priority over this license.

c. Modifications and Reverse Engineering. Except as may be expressly authorized under this Agreement, You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the DuoCircle Properties. You may not, and may not attempt to, reverse engineer, disassemble, or decompile the DuoCircle

Properties or the Services or apply any other process or procedure to derive the source code of any software included in the DuoCircle Properties.

d. Restrictions on Use of DuoCircle Marks. Your use of any trademarks, service marks, service or trade names, logos, and other designations of DuoCircle or its affiliates (“DuoCircle Marks”), shall strictly comply with this Section 8.d and the Trademark and Content Use Policies. You agree to discontinue use of any DuoCircle Mark(s) immediately upon request by DuoCircle. You agree not to use any trademark of DuoCircle or its affiliates, or variations or misspellings thereof, in the name of a program or in a URL address to the left of any top-level domain name (e.g., “.com”, “.net”, “.org”, etc.).

e. Nonexclusive Rights. The rights granted by DuoCircle in this Agreement with respect to the Services, DuoCircle Properties, are nonexclusive, and, as such, DuoCircle reserves the right to: (i) develop products or services related to any service(s) or product(s) that You may develop in connection with Your use of the Services and/or the DuoCircle Properties and/or (ii) appoint a third party to develop products or services that compete with any such service(s) or product(s) developed by You.

9. As Is and As Available Services; Downtime and Service Suspensions.

a. As Is and As Available. The Services are provided on a “as is” and “as available” basis. For the purposes of this Agreement this means that DuoCircle shall make only what it deems to be commercial reasonable efforts to provide You with the Services in a fashion that meet DuoCircle’s written claims regarding the availability and/or reliability of the Services. However, You understand and agree that any failure on the part of DuoCircle to provide You with the Services in a way that meets any written claim of DuoCircle regarding the availability and/or reliability of the Services shall not give rise to any liability on the part of DuoCircle.

10. Fees.

a. Service Fees. In consideration of Your use of any Paid Services, You agree to pay in advance all applicable fees for Paid Services in the amounts set forth on the respective pricing, detail and/or order pages on DuoCircle’s Websites. Fees for any Service or Service feature will be effective upon posting by DuoCircle on DuoCircle’s Websites. DuoCircle may impose increased, additional, or new fees for any Service or any feature of any Service, including without limitation, any Free or Paid Service or Free or Paid Service feature at any time without notice, including without limitation, overage fees or other fees in connection with any increased, new or changed use of any Service by You. For the avoidance of doubt, DuoCircle may, without notice to you, impose increased, additional, or new fees including without limitation any fees commensurate with a higher applicable usage tier in connection with Your use of any Service or any feature of any Service if Your use exceeds any usage tier established by DuoCircle, whether or not such tier was in place at the time Your use of the Service commenced. For the avoidance of doubt, DuoCircle may, without notice to you, impose increased, additional, or new fees in connection with Your use of any Service or any feature of any Service if Your use exceeds any usage tier established by DuoCircle, whether or not such tier was in place at the time Your use of the Service commenced. DuoCircle may

provide notice of increased, additional, or new fees on DuoCircle's Websites, or by any other method of notice as DuoCircle may determine in its sole discretion. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR REVIEWING DUOCIRCLE'S WEBSITES ON AN ONGOING BASIS TO DETERMINE IF ANY INCREASED, ADDITIONAL, OR NEW FEE APPLIES TO YOUR USE OF ANY SERVICE.

b. Cleanup Fees. If Your use of the Services violates the terms of this Agreement or any of the Additional Policies, and DuoCircle deems it appropriate, in its sole discretion, to take any action to mitigate any impact upon its network or business operations or to resolve any legitimate claim that You have infringed the intellectual property rights of another, You may be charged a cleanup fee of \$100.00/hour (minimum 4 hours).

c. Use Taxes. All amounts charged to You for the Services are exclusive of any and all applicable federal, state or local use, excise, value-added, gross receipts, sales and/or privilege taxes, duties, fees, universal service assessments or other similar liabilities, other than general income or property taxes imposed on DuoCircle ("Use Taxes"). Any and all such Use Taxes, however denominated, that may now be or are hereafter levied on the Services provided or payments made under this Services Agreement, chargeable to or against DuoCircle by any governmental authority, shall be passed through to, and shall be payable by, You. Any such Use Taxes are in addition to all other fees and charges required to be paid by You under this Agreement. Should DuoCircle pay or be required to pay any Use Taxes, You authorize DuoCircle to charge the credit card You have on file with DuoCircle and if You do not have a credit card on file with DuoCircle, You agree promptly reimburse DuoCircle for payments it makes upon Your receipt of an invoice for the same from DuoCircle. Nothing in this section shall be construed to make You responsible for any general income or gross receipts tax due from and chargeable against DuoCircle. Should DuoCircle deem it convenient or necessary, You agree to provide it such information as reasonably required to determine whether DuoCircle is obligated to collect any Use Taxes from You, including without limitation any applicable identification number.

d. Payment. DuoCircle may specify the manner in which You will pay any fees, and any such payment shall be subject to DuoCircle's payment terms then in effect, which DuoCircle may change from time to time without notice. All amounts payable by You under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, You shall notify DuoCircle and shall pay such additional amounts to DuoCircle as is necessary to ensure that the net amount that DuoCircle receives, after such deduction and withholding, equals the amount DuoCircle would have received if no such deduction or withholding had been required. Additionally, You shall provide DuoCircle with documentation that the withholding and deducted amounts have been paid to the relevant taxing or withholding authority. If You fail to pay amounts due for Paid Services when such amounts are due, late charges of the lesser of one and one-half percent (1.5%) per month or the maximum allowable under applicable law shall also become payable by You to DuoCircle. If You fail to pay, when due, any amount payable hereunder, You agree to pay, in addition to any amount past due, plus interest

accrued thereon, all reasonable expenses incurred by DuoCircle in collecting such amounts, including, but not limited to, all expenses of any legal proceeding related thereto and all reasonable attorneys' fees incurred in connection therewith. No failure by DuoCircle to request any such past due payment or to demand any such performance shall be deemed a waiver by DuoCircle of Your obligations hereunder.

e. Refunds. The purchase of all Paid Services is subject to the DuoCircle refund policy.

11. Confidentiality.

a. Use and Disclosure. You agree that You will not disclose any DuoCircle Confidential Information during the Term or at any time during the three (3) year period following the end of the Term. As used in this Agreement, "DuoCircle Confidential Information" shall mean all non-public information disclosed to You by DuoCircle, its affiliates, or its business partners or its or their respective agents, assigns or contractors that are designated as confidential or that by its nature or the circumstances surrounding its disclosure, should reasonably be understood to be confidential. More specifically, DuoCircle Confidential Information includes, but is not limited to: (i) nonpublic information relating to DuoCircle's technology, customers, business plans, promotional and marketing activities, finances and other business affairs (including, but not limited to, any information about or involving one of DuoCircle's "beta" tests or a "beta" test products that You obtain as a result of Your participation in such "beta" test), (ii) third-party information that DuoCircle are obligated to keep confidential, and (iii) the nature, content and existence of any discussions or negotiations between DuoCircle and You. Confidential Information does not include any information described in Section 11.b or any information that You are required to disclose by law.

b. Excluded Information. Notwithstanding any other provision in this Agreement, You shall have no confidentiality obligation to DuoCircle under Section 11.a, with respect to any information provided or made available by DuoCircle hereunder, and DuoCircle shall not have any confidentiality or non-use obligation to You hereunder with respect to any information, software application, data or content provided or made available by You hereunder that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party.

c. Conflict with Separate Non-Disclosure Agreement. If You and DuoCircle are parties to a separate non-disclosure agreement ("Stand-Alone NDA") and there is a conflict between the terms of the Stand-Alone NDA and the terms of this Section 11, the terms of the Stand-Alone NDA shall control.

DuoCircle does not intend uses of the Service to create obligations under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act ("GLBA") or similar laws and makes no representations that the Service satisfies the requirements of such laws. If You are (or become) a Covered Entity or Business Associate (as

defined in HIPAA) or a Financial Institution (as defined in GLBA), You agree not to use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) or Nonpublic Personal Information (as defined in GLBA).

12. Intellectual Property.

a. *The Services and DuoCircle Properties.* Other than the limited rights and licenses expressly set forth in this Agreement, DuoCircle reserves all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) the Services; (ii) the DuoCircle Properties; (iii) the DuoCircle Marks; and (iv) any other technology and software that DuoCircle provides or uses to provide the Services and/or the DuoCircle Properties. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Services, the DuoCircle Properties, the DuoCircle Marks, or such other technology and software, except for the limited use and access rights described in this Agreement.

b. *Feedback.* Through Your use of the Site and/or Services, there may be opportunities for You to actively or passively participate in the development or redevelopment of the Site, Services or DuoCircle Properties. In the process of doing so, you may provide certain comments, suggestions, data, or other information to DuoCircle (collectively "Information"). DuoCircle shall have the right to retain and use any such Information in current or future products or services, without further compensation to you. To the extent such information is protectable under applicable laws, included but not limited to intellectual property laws, you agree to cooperate with DuoCircle as needed to obtain such protection as DuoCircle may desire and you agree to assign your rights to such Information to DuoCircle. Furthermore, DuoCircle may share aggregate (not personally identifiable) Information with its business partners or other third parties. DuoCircle will not, however, knowingly disclose personally identifiable Information to third parties unless required to do so in order to comply with any valid legal process, such as a search warrant, subpoena, statute, court order, or if necessary or appropriate to address an unlawful or harmful activity.

c. *Non-Assertion.* During and after the term of the Agreement, with respect to any of the Services that You elect to use, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against DuoCircle or any of its subsidiaries, customers, end users, vendors, business partners (including third-party sellers on websites operated by or on behalf of us) sub-licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to the Services, the DuoCircle Properties or the DuoCircle Marks.

13. Representations and Warranties; Disclaimers; Limitations of Liability.

a. *Your Representations and Warranties.*

i. *Use.* You represent and warrant that Your use of the Services, the DuoCircle Properties, the Programs and/or Your Content will comply with AUP.

ii. *Feedback.* You represent and warrant that any Information (in whole or in part), as defined above, contributed by or through You does not violate, misappropriate or infringe any intellectual property rights of any third party, or violate any laws of any international laws or any domestic laws of any nation.

iii. *Authorization and Account Information.* You represent and warrant that: (i) the information You provide in connection with Your registration for the Services is accurate and complete; (ii) if You are registering for the Services as an individual, that You are at least 18 years of age and have the legal capacity to enter into this Agreement; and (iii) if You are registering for the Services on behalf of an entity or organization, (a) You are duly authorized to do business in the country or countries where You operate, (b) You meet the requirements of subsection (ii) above and are an authorized representative of Your entity or organization, and (c) Your associates, employees, officers, representatives and other agents accessing the Services are duly authorized to access the Services and/or to legally bind You to this Agreement and all transactions conducted under Your account.

b. *Disclaimers.* THE SERVICES, DUOCIRCLE PROPERTIES, THE DUOCIRCLE MARKS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS AND OTHER DATA OR INFORMATION PROVIDED BY DUOCIRCLE ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY. DUOCIRCLE MAKES NO WARRANTIES HEREUNDER, AND DUOCIRCLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ABSENCE OF LIEN, ENCUMBRANCE OR SECURITY INTEREST, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. DUOCIRCLE DOES NOT WARRANT THAT THE SERVICES WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITH OR IN CONNECTION WITH THE SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. DUOCIRCLE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM DUOCIRCLE OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

c. *Links.* DuoCircle's Websites and/or the Services may contain links to websites that are not under DuoCircle's control ("Third-Party Sites"). DuoCircle is not responsible for the contents or functionality of any Third-Party Sites or any website that can be accessed via links on any Third-Party Site. DuoCircle provide these links to You as a convenience and the inclusion of any such links does not constitute or imply DuoCircle's endorsement or validation of any Third-Party Site.

d. *Limitations of Liability.* DUOCIRCLE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF DUOCIRCLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PROGRAMS AND/OR YOUR CONTENT. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN ANY SUCH CASE, DUOCIRCLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO DUOCIRCLE HEREUNDER FOR THE SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT THIS SECTION 13 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT, IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

14. Indemnification.

a. General. You agree to indemnify, defend and hold DuoCircle and its affiliates, each of their business partners and each of their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorneys' fees), arising out of or in connection with any claim arising out of (i) Your use of the Services and/or DuoCircle Properties in a manner not authorized by this Agreement, the Additional Policies, and/or in violation of any applicable restrictions or applicable law or (ii) Your violation of any term or condition of this Agreement or any Additional Policies, including without limitation, Your representations and warranties herein, or (iv) You or Your employees' or personnel's negligence or willful misconduct.

b. Notification. DuoCircle agrees to promptly notify You of any claim subject to indemnification, provided however, that DuoCircle's failure to promptly notify You shall not affect Your obligations hereunder except to the extent that DuoCircle's failure to promptly notify You delays or prejudices Your ability to defend the claim. At DuoCircle's option, You will have the right to defend against any such claim with counsel of Your own choosing (subject to DuoCircle's written consent) and to settle such claim as You deem appropriate, provided that You shall not enter into any settlement without DuoCircle's prior written consent and provided that DuoCircle may, at any time, elect to take over control of the defense and settlement of the claim.

15. Export Compliance and Restrictions.

You shall, in connection with Your use of the Services and/or the DuoCircle Properties, comply with all applicable export and re-export control laws and regulations, including the United States Export Administration Regulations, the International Traffic in Arms Regulations, and any country-specific economic sanctions programs implemented by the United States Office of Foreign Assets Control in connection with Your use of the Services or DuoCircle Properties.

16. Announcements and Marketing.

DuoCircle may send You announcements regarding the Services and other items which it believes You may find of interest to the address(es) You keep on file with DuoCircle. You understand and agree that DuoCircle may: (i) publicly list You as a recipient of the Services on its website and in its marketing materials; (ii) publicly announce the fact that You are

using DuoCircle's services; and (iii) use Your Marks in the course of doing the aforementioned. For the purpose of this section, "Your Marks" shall mean the service mark(s), service or trade name(s), logo(s), and other designations associated with the URLs that You use the Services to support, enable or promote.

17. Miscellaneous Provisions.

a. Notice.

i. To You. Except as otherwise set forth herein, notices made by DuoCircle to You under this Agreement that affect customers generally will be posted on the DuoCircle Website. Notices made by DuoCircle under this Agreement for You or Your account specifically (e.g., notices of breach and/or suspension) will be provided to You via the email address provided to DuoCircle in Your registration for the Services or in any updated email address You provide to DuoCircle in accordance with standard account information update procedures DuoCircle may provide from time to time. It is Your responsibility to keep Your email address current and You will be deemed to have received any email sent to any such email address, upon DuoCircle's sending of the email, whether or not You actually receive the email.

ii. To Us. For notices made by You to DuoCircle under this Agreement and for questions regarding this Agreement or the Additional Policies email support@duocircle.com and send a copy via first class mail to DuoCircle LLC, 3914 Murphy Canyon Road A214 San Diego, CA 92123

b. Language. You agree that the English language version of this Agreement will govern Your relationship with DuoCircle and that all communications and notices to be made or given pursuant to this Agreement shall be in the English language.

c. Third-Party Activities. If You allow, authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, You shall be deemed to have taken the action Yourself.

d. Severability. If any provision, or portion thereof, of this Agreement or any of the Additional Policies are determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct and the parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the parties had the stricken provision remained.

e. Force Majeure. In the event either party is unable to carry out its material obligations under this Agreement by reason of "force majeure" (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement, or any labor,

telecommunications or other utility shortage, outage or curtailment.

f. Waiver. No waiver of any term or condition of this Agreement or any Additional Policy shall be construed as a waiver of any other term or condition, nor shall any waiver of any default under the same be construed as a waiver of any other default. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

g. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties hereto and to their respective successors and assigns.

h. No Endorsement. You understand and acknowledge that DuoCircle is not certifying nor endorsing, and have no obligation to certify or endorse, any program or service provided by You to others.

i. Relationship. The performance by DuoCircle of its duties and obligations under this Agreement and shall be that of an independent contractor, and nothing in this Agreement shall create or imply an agency relationship between DuoCircle and Client, nor will the Agreement be deemed to constitute a joint venture or partnership between the parties hereto.

j. Survival. The respective rights and obligations of the parties hereto shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive, including, but not limited to, Sections 10, 11, 12, 13, 14, 16 and 17 hereof.

k. Injunctive Relief. You acknowledge that unauthorized use, copying, or appropriation of the Services and/or the DuoCircle Properties would cause DuoCircle immediate and irreparable harm by substantially diminishing the value of DuoCircle and DuoCircle copyrights, proprietary rights, and/or trade secrets, and that the remedy at law for such unauthorized activity is inadequate. You agree that DuoCircle, its successors or assigns, may obtain temporary and/or permanent injunctive relief from any court of competent jurisdiction, without the necessity of posting bond, to restrain any breach or threatened breach of Your obligations under this Section 17.k. Any such remedy sought or obtained shall not be considered exclusive or a waiver of the rights of the DuoCircle or its successors or assigns to assert any other remedies it or he may have at law or in equity.

l. Governing Law and Venue. This Agreement and the Additional Policies shall be construed in accordance with the laws of The State of New Hampshire, without regard to its conflicts of law principals. Any dispute arising under this Agreement or the Additional Policies shall be resolved exclusively by the state and federal courts located in the the State of Delaware and You consent to the exclusive jurisdiction of, and venue in, such courts.

m. Headings. Headings used in this Agreement and the Additional Policies are solely for convenience and shall not be deemed to affect in any manner the meaning or intent of the applicable agreement or any provision there/hereof.

n. Entire Agreement. This Agreement, together with the Additional Policies, constitute the

complete and exclusive statement of all mutual understandings between You and DuoCircle with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.