

HOSTING AGREEMENT

April 25, 2022

Proposal prepared for:

Proposal prepared by: jeannetteb@whitelabeliq.com

Create Website Hosting Agreement

This Agreement is made on Apr 25, 2022.

Between

1. Website or Web Application Owner, the Client, ; and
2. Hosting Provider, the Company, White Label IQ LLC,

The purpose of this Agreement (hereafter referred to as the "Agreement") is to precede a longer-term contract arrangement under which White Label IQ LLC will provide Web Hosting services on behalf of.

Terms

Subject to the terms and conditions of this Agreement, Company will provide Web Hosting services for subject to the following terms:

1. Length of Service.

agrees to an initial twelve (12) month contractual term of service ("Term").

2. Service Start Date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

3. Renewal by.

This Agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by indicates agreement to any Contract revisions and price changes.

Renewal fees for the following term will be automatically invoiced to 's account.

Cost

The cost will be \$480 per year and includes the following:

1. 2 GB Storage
2. 10 GB Bandwidth
3. Scheduled Weekly Backups
4. On-Demand Backups

Services

We will provide the Services in accordance with the terms of the Agreement and the SLA. You acknowledge that we may engage third parties to provide or enable elements of the Services, provided that we are responsible to you for the performance of such third parties as if we performed the Services ourselves. You shall use the Services solely for the intended purpose in accordance with the Agreement, including the AUP, and provide us with all information, assistance, and materials reasonably required for our ongoing provision of the Services.

We will provide support to you through the standard means we make available to our customers (e.g. knowledgebase, forums, chat, ticket). Authorized Users seeking support must have a basic understanding of the systems and technology related to the Services.

The scope of Services provided under the Agreement may be amended by any reasonable means showing mutual agreement between the Parties including click-through terms, email, support ticket, or your selections in the User Portal. Any associated fees will be clearly and conspicuously provided to you before you agree to any such change.

From time to time, we may provide replacements for certain components of the Services or cease supporting them altogether. No such replacement or end of life shall constitute a breach of the Agreement.

Terms of Payment

Terms of payment are C.O.D. unless credit approval has been granted by Company. If credit approval has been granted, credit terms are net 10 days upon receipt of invoice. We reserve the right to revoke any credit extended if payment is in arrears for more than 30 days.

Fees Invoicing

You agree to pay the Fees beginning on the Effective Date and according to the payment terms set out in the Order. If no payment terms are specified, Fees shall be due in full in advance, except for usage or overage fees which are invoiced monthly in arrears. If the Order sets any limit on your use of Services (such as number of visitors) and that limit is exceeded, you will be responsible for the applicable overages. You agree to pay any applicable taxes (excluding taxes on our income) which we are required to collect unless you provide us with a valid tax exemption certificate. If you elect to make any payment via wire or credit transfer, then you are responsible for any applicable transfer fees. Any applicable overages, taxes, or transfer fees will be added to the Fees. Fees applicable to any Renewal Term will be at our then-current rates, provided that we have notified you of any applicable increase prior to the date by which you may opt out of the renewal. Fees are payable in the currency specified in the Order and are not refundable except as expressly stated herein.

You agree to the issue and acceptance of invoices in electronic format. We will invoice you immediately upon execution of the Order and on each renewal date thereafter. Invoices will be sent to the billing contact you designate in the Order or the User Portal. If you elect to pay via credit or debit card, we will charge the provided credit or debit card immediately upon account activation and on each renewal date thereafter, up to one week prior to the due date. If you elect to pay by any other method, payments are due 30 days from your receipt of the applicable invoice.

It is your responsibility to maintain accurate and up-to-date billing details and ensure the Fees are paid by the due date. If you fail to maintain accurate and up-to-date billing details, your account may be suspended until such details are provided. If you are overdue on any Fees, we may: (i) charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate permitted by applicable law, (ii) suspend provision of the Services, and (iii) terminate the Agreement in accordance with Section 5(b) below. You will be responsible for any charges associated with our collection efforts related to unpaid Fees.

Proprietary Information

Proprietary information exchanged hereunder shall be treated as such by . This information shall include, but not be limited to, the provisions of this Agreement, product, and services information and pricing. further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to or any portion thereof.

Confidentiality

Each Party agrees to preserve the confidential nature of the other Party's Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with the Agreement, and by using the same degree of protection that it uses to protect its own similar confidential information, which in no event shall be less than reasonable care. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information to the limited extent such disclosure is required by law, legal process, or court order, including any requirement under applicable data privacy regulations that a notice of data breach be given to a supervisory authority or regulatory agency. Information disclosed for these reasons will not cease to be Confidential Information. To the extent practicable, a Party will provide prompt notice of any such required disclosure and shall cooperate with all reasonable efforts by the disclosing Party to minimize or exclude the Confidential Information from such disclosure. Upon termination or expiration of the Agreement for any reason, any license granted herein to use the Confidential Information shall terminate immediately, and each Party will either return or destroy any Confidential Information in its possession which belongs to the other Party, or it shall continue to protect the Confidential Information in accordance with the Agreement for as long as it is retained as part of that Party's customary business practices. Notwithstanding any other terms to the contrary herein, each Party will have the right to seek an injunction in any court of competent jurisdiction to prevent a breach or threatened breach of this Section.

Censorship

White Label IQ LLC will exercise no control whatsoever over the content of the information passing through the network, email or web site.

Security Data Privacy

We will maintain commercially reasonable technical and operational measures designed to protect our internal networks from malicious activity and provide for the security and integrity thereof. You acknowledge that we are not responsible for any loss or harm suffered by you resulting from a security incident. You are responsible for determining whether the Services meet applicable regulatory standards and otherwise comply with your own security requirements. You agree to configure your use of the

Services in such a way as to maintain the security of the Services and our network (e.g. by only uploading software that has been demonstrated to be secure, installing patches, and not sharing passwords).

Should we determine that our network has been accessed in an unauthorized manner, and that unauthorized access impacts your Services, we agree to notify you as soon as reasonably practicable after we have investigated the unauthorized access and fulfilled our legal obligations. Likewise, you agree to notify us should you identify unauthorized access to the Services.

We will adhere to the Privacy Policy. For all other personal data collected by you from your employees, customers, or end users or otherwise stored, transferred, or processed by any part of the Services, we are the data processor. Where we are the data processor, we will use such personal data only as instructed by you or required by law, and not for any other purpose. In all cases, the Parties agree to comply with the terms and obligations of the DPA (Data Privacy Addendum) throughout the term of the Agreement.

Services provided may include access to third-party software, and the data collected by such third-party software will be stored and processed by the plugin's provider. By installing and utilizing this software, you consent to the storage and processing of such data for the purpose of providing the Services hereunder and subject to the Privacy Policy.

Warranties

White Label IQ LLC makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. White Label IQ LLC also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of . Use of any information obtained by way of White Label IQ LLC is at s own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. White Label IQ LLC does not represent guarantees of speed or availability of end-to-end connections. White Label IQ LLC expressly limits its damages to for any nonaccessibility time or other downtime to the pro-rata monthly charge during the system unavailability. White Label IQ LLC specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Trademarks And Copyrighted Material

warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

Termination

In order to prevent any unintended Service interruptions, this Agreement will automatically renew, but you may still terminate the Agreement at any time in accordance with the conditions set forth below.

May terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events:

1. Failure to comply with any provisions of the Agreement within 10 days of written notice received from of said failure
2. Appointment of Receiver or upon the filing of any application by Client seeking relief from creditors
3. Upon mutual agreement in writing of
4. For convenience, if you provide us with at least 30 days notice

White Label IQ LLC may terminate the Agreement prior to the end of the Term:

1. If materially breach the Agreement and fail to cure such breach within 10 days of our notice to you
2. If we reasonably believe that your use of the Services endangers or negatively affects our network or systems, violates the law, or interferes with our ability to provide services to our other customers
3. If you abuse, harass, or threaten any of our employees
4. For convenience if we provide you with at least 30 days notice; or
5. For any other cause stated herein

Once your account has been terminated, you will no longer be able to receive support or access the User Portal, and we will not be able to assist you with any site migration tasks. It is your responsibility to maintain offline backups of your site at all times.

Disputes

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

Indemnification

shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with 's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by.

Limitation

Although we may perform regular backups of your site and Customer Content (as described in the Order), we do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, among other things, content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support to you and attempt to troubleshoot any known or discovered issues that may affect your backups, but you acknowledge that we have no liability related to the integrity of your backups or the failure to successfully restore your content to a usable state. You agree to maintain a complete and accurate copy of any Customer Content in a location independent of the Services.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND White Label IQ AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR FREE SERVICE, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OTHER THAN AS EXPRESSLY SET OUT IN THE AGREEMENT, THE SERVICES ARE PROVIDED AS-IS, AS AVAILABLE, AND WITH ALL FAULTS.

IN NO EVENT SHALL OUR LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY REASON (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID OR OWED BY YOU TO US IN THE 3 MONTHS PRECEDING THE CLAIM.

IN NO EVENT SHALL WE OR OUR LICENSORS HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, NOR ANY COVER OR LOST PROFITS, HOWEVER CAUSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SLA SETS OUT YOUR SOLE REMEDIES FOR DOWNTIME, UNAVAILABILITY, OR OTHER SLA FAILURES.

The limitations in this Section do not apply to the extent prohibited by applicable law or to your payment obligations for Services provided.

General

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of <>. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Approval

Party A: White Label IQ LLC

Acceptance: White Label IQ

Party A's Signature:

A handwritten signature in black ink that reads "BRIAN GERSTNER". The letters are stylized and connected, with a prominent "B" and "G".

Party A's Print Name: **Brian Gerstner**

Party A's Title: **President**

Date: **Apr 25, 2022**

Party B:

The signatories are company-authorized personnel. If agrees to the terms set forth above and agrees to accept the conditions, then please sign this proposal by clicking the **Accept this Proposal** button up in the top right corner.

This Agreement, including any and all Exhibits incorporated herein, sets forth the entire agreement between the parties with respect to the subject matter hereof.



6853 N. Franklin Ave., Loveland, CO 80538

970-617-2293

jeannetteb@whitelabeliq.com

www.WhiteLabelIQ.com