



MASTER SERVICES AGREEMENT between iNovar (“we” or “iNovar”) and the customer who signs our Service Contract (“you”).

How this agreement works:

You will be asked to sign a Service Contract that lists the services you have chosen and the related fees.

The Service Contract will incorporate this Master Services Agreement (MSA), a Service Level Agreement (SLA), and an Acceptable Use Policy (AUP).

It may also incorporate an addendum to this Master Services Agreement if you are purchasing services for which we have special legal terms.

When we use the term “Agreement” in any of these documents, we are referring collectively to all of them. The Agreement is effective from the time you sign the Service Contract we prepare, or submit an electronic order form.

Some Defined Terms

Some words used in the Agreement have particular meanings:

- “Acceptable Use Policy” or “AUP” means the iNovar Acceptable Use Policy posted
- at <http://www.inovarcorp.com/acceptable-usage-policy> as of the date you sign the Service Contract.
- “Business Day” or “Business Hours” means 9:00 AM – 6:00 PM Monday through Friday, United States Eastern time (GMT -5:00), excluding federal public holidays in the United States.
- “Confidential Information” means all information disclosed by one of us to the other, whether before
- or after the effective date of the Agreement, that the recipient should reasonably understand to be
- confidential, including:
 1. For you, all information transmitted to or from, or stored on, your iNovar servers or other devices
 2. For iNovar, unpublished prices and other terms of service, audit and security reports, data center designs (including non-graphic information you may observe on a tour of a data center), and other



proprietary technology, and

3. For the both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through a violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.
- "Hosting Service" means the information technology hosting services detailed in a Service Contract and Service Level Agreement, plus Support.
 - "Personally Identifiable Information" or "PII" means:
 1. Any information that identifies an individual, such as name, social security number or other
 2. government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information
 3. Any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, §6809(4), and
 4. "Protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103.
 - "Service" or "Services" means the Hosting Service and any Supplemental Services we may provide to you, collectively.
 - "Service Commencement Date" means the date on which we provide the access codes that enable you to send and receive information using the Hosting Service.
 - "Service Level Agreement" means any Service Level Agreements incorporated by reference in your Service Contract.
 - "Supplemental Service" means any service we provide to you other than the Hosting Service.
 - "Support" means:
 1. Management of the Hosting Service by a service delivery team
 2. Availability of live support during Business Hours, or as covered by a specific Service Contract; and o Use of the iNovar customer portal system.



Our Obligations

Contingent on your satisfaction of iNovar's payment approval criteria, iNovar will provide the Hosting Service to the standards stated in the Service Level Agreement(s) for the term of the Agreement. iNovar will also perform those Supplemental Services that we agree with you in writing to perform.

Your Obligations

You must use reasonable security precautions in light of your use of the Services, including all upgrade and security patches provided by web applications installed and/or running under our Service. This also includes encrypting any PII transmitted to or from, or stored on, the iNovar servers or storage devices you use. You must comply with the laws applicable to your use of the Services and with iNovar's Acceptable Use Policy. You must cooperate with iNovar's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. You must provide iNovar with accurate information to help iNovar determine if any tax is due with respect to the provision of the Services. You are responsible for keeping your billing and other account information up to date. You must pay when due the fees for the Services stated in the Service Contract(s) or other agreement between us.

Data Backup

- iNovar offers data backup services. iNovar will use commercially reasonable efforts and industry accepted methods to ensure the reliability of the backup and restore process. However, because of the technical limitations regarding backups on live servers and the possibility of data corruption, if data has changed since the time we performed a back up, or that the data was not in a usable state at the time we performed a given backup, we, in no way, guarantee the usability of any data from any given backup set.
- We do not promise to retain data backups for longer than the agreed data retention period as outlined in our Agreement.
- It is the customer's responsibility to initiate, maintain and store an independent backup of data stored on iNovar servers to ensure a redundant back-up source exists as part of customer's disaster recovery process.



Unauthorized Access to Your Data or Use of the Services

iNovar will use commercially reasonable efforts and industry accepted methods to ensure the reliability and security of our Services, but iNovar is not responsible to you for unauthorized access to your data or the unauthorized use of the Services. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

Term

The duration of the initial term of this Agreement is stated in the Order (“Initial Term”). The Initial Term shall commence on the later of:

- The date upon which iNovar accepts the completed Order from the Customer; and
- The date upon which Customer’s first payment as set out in the Order has been received by iNovar (in accordance with the payment provisions set out in this agreement).

Unless this Agreement is earlier terminated in accordance with the provisions hereof, this Agreement will, at the conclusion of the Initial Term, automatically renew for successive terms of equal length to the Initial Term upon the same terms and conditions as those specified herein.

Fees

- Your first invoice will include the first monthly/quarterly/semi-annual or annual recurring fee from the Service Commencement Date and any service fees associated with your account. This includes, but is not limited to, domain registration, SSL certificate set up and other services not included in your monthly/quarterly/semi-annual or annual hosting fee. We will require you to pay this initial invoice before beginning the Hosting Service. Following the Service Commencement Date, recurring fees will be billed in advance on or around the anniversary of the Service Commencement Date. Non-recurring fees, such as bandwidth overages, will be billed monthly in arrears. Fees for any Supplemental Services will be billed in the amounts and at such times as we agreed with you in writing.



- Fees are due on receipt of invoices. Any account 30 days past due, for any reason, will have a late fee of \$25 or 1.5%, whichever is greater, added to their outstanding balance. Accounts 30 days past due are subject to account suspension and a \$100 reactivation fee (on top of previous late fees and past due amounts). Repeated late payments will result in full account termination and deletion without the possibility of reactivation. Returned checks and declined credit cards will also be charged a \$25 non-sufficient funds fee.
- If an account is terminated, there is NO possibility that it can be restored or its data recovered. iNovar shall not be liable to the Customer or any other third party for any consequences of a Customer's account being terminated.
- Following expiration of the initial term, we may increase the fees for the Hosting Service with thirty days advance written notice unless you have agreed to a fixed renewal term.
- If iNovar is required by law to pay taxes on the provision of the Service, you must pay iNovar the amount of the tax that is due or provide iNovar with satisfactory evidence of your exemption from the tax. Fees must be paid in U.S. Dollars. Invoices that are not disputed within 180 days of invoice date are conclusively deemed accurate.

Export Matters

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom iNovar is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

Changes to the Acceptable Use Policy

We may change our Acceptable Use Policy to add restrictions on your use of the Services provided that



any new restrictions are reasonable and consistent with hosting industry norms. Any changes to the AUP made during the term of your Agreement will become effective as to you upon the first to occur of:

- Renewal
- Your execution of a new/additional Service Contract for your configuration that incorporates the revised AUP by reference, or
- Thirty days following our notice to you describing the change.
- If a change to the AUP materially and adversely affects you, you may terminate the Agreement by giving us written notice of termination on such grounds no later than thirty days following the date the change became effective as to you. We will not charge you an early termination fee for a termination on such grounds. If you terminate your Service because we have modified our AUP in a way that adversely affects you, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

Suspension of Services

You agree that we may suspend Services without liability if:

- We reasonably believe that the Services are being used in violation of the Agreement
- You don't cooperate with our reasonable investigation of any suspected violation of the Agreement
- There is an attack on your server(s), your server is accessed or manipulated by a third party without your consent, or there is another event for which we reasonably believe that the suspension of Services is necessary to protect the iNovar network or our other customers, or
- If required by law
- We will give you advance notice of a suspension under this paragraph of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect iNovar or its other customers from imminent and significant operational or security risk.
- Termination for Breach
- You may terminate the Agreement for breach if we materially fail to provide the Hosting Service as agreed and do not remedy that failure within ten days of your written notice describing the failure, or if we materially fail to meet any other obligation stated in the Agreement and do not remedy that



failure within thirty days of your written notice describing the failure.

- We may terminate the Agreement for breach if we discover that the information you provided to us for the purpose of establishing the Services is materially inaccurate or incomplete, or the individual signing the Agreement did not have legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, your payment of any invoiced amount is overdue and you do not pay the overdue amount within four Business Days of our written notice, or you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty days of our notice to you describing the failure. We may also terminate the Agreement for breach if you violate the AUP more than once even if you cure each violation.

Termination for Convenience

You may terminate the Agreement for convenience at any time.

Confidential Information

Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

- To our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this Master Services Agreement
- To law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law
- As required by law; or
- In response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

Publicity



You agree that we may publicly disclose that we are providing services to you and may include your name in promotional materials including press releases and on the iNovar Web site. Neither of us may publicly use the other party's logo or other trade or service mark without permission.

Limitation on Damages

- **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN OUR SERVICE LEVEL AGREEMENTS, ALL PRODUCTS AND SERVICES ARE FURNISHED BY iNovar AND ACCEPTED BY CUSTOMER "AS IS", "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY INOVAR. INOVAR DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED OR ERROR FREE.
- **LIMITATION OF LIABILITY.** IN NO EVENT WILL INOVAR BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA, OR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF INOVAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF INOVAR AND ANY OF ITS EMPLOYEES, AGENT, SUPPLIERS, OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THREE (3) TIMES THE MONTHLY RECURRING FEE PAYABLE UNDER THE SERVICE CONTRACT(S) IN EFFECT FOR THE CONFIGURATION AT THE TIME OF THE OCCURRENCE OF THE
- **EVENT(S) GIVING RISE TO THE CLAIM.**
- **TERMS PART OF BARGAIN.** Customer acknowledges that iNovar has set its prices and agreed to
- enter this Agreement in reliance upon the Warranty Disclaimer and Limitation of Liability set forth in
- this Agreement, and that both form an essential basis of the bargained Agreement between the



parties.

- **DATA BACK UP LIABILITY.** We are not liable to you for lost data unless and to the extent you
- purchase data back up Services from iNovar and we fail to provide the back up Services as agreed. No other form of warranty is provided. Clients are strongly encouraged to make reasonable efforts to keep their own, local copies of all data related to Services we provide under this Agreement.

Indemnification

If you, your affiliates, or any of your or their respective employees, agents, or suppliers, is faced with a legal claim by a third party arising out of iNovar's actual or alleged gross negligence, willful misconduct, violation of law, or failure to meet the security obligations required by the Agreement, or a legal claim alleging that the Hosting Service infringes on the United States patent or copyright of a third person, then, subject to the limitations stated in Section 17 above, iNovar will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on you as a result of the claim.

If we, our affiliates, or any or our or their respective employees, agents, or suppliers is faced with a legal claim by a third party arising out of your actual or alleged: gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, violation of your agreement with your customers or end users, violation of Section 9 (Export Matters) of this Master Services Agreement, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on iNovar as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you.

You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us, or any claim by your



customer or end user arising from an actual or alleged breach of your obligations to them.

If either of us receives notice of a claim that is covered by this Section, the notice must be promptly forwarded to the financially responsible party. The party against whom the claim is made will be allowed to choose legal counsel to defend it and to make decisions regarding the defense of the claim, provided that these decisions are reasonable and are promptly communicated to the financially responsible party. The party against whom the claim is made may not settle the claim without the consent of the financially responsible party, although such consent may not be unreasonably withheld. Notwithstanding anything to the contrary in this Section, if we are financially responsible under this Section for claims against multiple customers, we may elect to choose counsel to defend the claims and control the defense of the claims. Amounts due under this Section must be paid by the financially responsible party as they are incurred by the party against whom the claim is made.

Software

You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten days advance written notice to us.

Other People's Products and Services

We may provide to you, or arrange for you to purchase or license third party software, services or other products that may or may not be included as part of the Hosting Service, as a Supplemental Service. iNovar MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SUPPORT SERVICES AND AS BETWEEN YOU AND INOVAR, SUCH SERVICES ARE PROVIDED "AS IS." Your use of any third party software, services, and other products is governed by the terms of your agreement with the third party.

Notices

Your routine communications regarding the Services should be sent to our iNovar support team using



the iNovar support portal. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first class United States mail to:

legal@inovarcorp.com

**General Counsel iNovar Corporation 10302 Papillon Trace Johns Creek
GA 30022**

iNovar's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, United States mail, or overnight courier, except that iNovar may give notice of an amendment to the AUP by posting the notice on the iNovar web site and hosting control panel. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that you log on to your iNovar hosting control panel after the time that the notice is posted. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

Ownership of Intellectual Property

Each of us retains all rights, title, and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by iNovar during the performance of the Services shall belong to iNovar unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

Ownership of Other Property

You do not acquire any ownership interest in or rights to possess the servers or other hardware we provide for your use, and you have no right of physical access to the hardware. We do not acquire any ownership interest in or rights to the information you transmit to or from or store on your iNovar servers or other devices. On termination of the Agreement, you must promptly release any Internet protocol numbers, addresses, or address blocks assigned to you in connection with the Service (but not any URL or top level domain or domain name) and agree that we may take steps to change or remove



any such IP addresses.

Intellectual Property Infringement

If iNovar or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and iNovar is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then iNovar may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

Assignment

You may not assign the Agreement without iNovar's prior written consent. We may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of our business. In the event that iNovar does reassign this agreement the Customer will be notified within thirty (30) days of the executed reassignment.

Force Majeure

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

Governing Law, Lawsuits

The Agreement is governed by the laws of the State of Georgia, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Georgia. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against iNovar or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than one year after the time that the claim accrued.



Some Agreement Mechanics

If you sign multiple Service Contracts for a single configuration then the Master Services Agreement, Service Level Agreement, and Acceptable Use Policy referenced in the last signed Service Contract will govern the entire configuration.

Except for amendment to the AUP as described in Section 10 above, the Master Services Agreement, Acceptable Use Policy and Service Level Agreement may be amended only by a formal written agreement signed by both parties. A Service Contract may be amended by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail or the iNovar ticketing system, that includes the express consent of an authorized individual for each of us.

If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Service Contract, the Service Level Agreement, any addendum to the Master Services Agreement, the Master Services Agreement, and the Acceptable Use

Policy. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." Sections 8, 14, 15, 17, 18, and 28, and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

If you have made any change to the Agreement documents that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement.



The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures shall be deemed to be original signatures.

The Agreement is the complete and exclusive agreement between you and iNovar regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

Revision Date: February 6, 2013