

Master Service Agreement

Last modified: June 18, 2026

This master service agreement (the “**MSA**”) is a binding contract between you (“**Customer,**” “**you,**” or “**your**”) and MojoHost, a Michigan corporation (“**MojoHost,**” “**we,**” or “**us**”). This MSA governs your access to and use of the Services.

This MSA takes effect on the earliest of (1) the date you check the box during checkout indicating acceptance of this MSA, (2) the date you submit an Order, or (3) the date you first access or uses the Services (the “**Start Date**”).

By checking the box during checkout, submitting an Order, or accessing or using the Services, you (1) acknowledge that you have read and understand this MSA, (2) state that you have the right, power, and authority to enter into this MSA and, if entering into this MSA on behalf of an organization, that you have the legal authority to bind that organization, and (3) accept this MSA and agree to be legally bound by its terms.

If you do not agree to this MSA, you must not check the acceptance box, submit an Order, or access or use the Services.

1. **Defined Terms.** Capitalized terms used in this Agreement have the meanings given in schedule 1 (Defined Terms), unless expressly defined elsewhere in this Agreement.
2. **Services.**
 - 2.1 **Provision of Services.** MojoHost shall provide the Services in accordance with this Agreement and applicable law. The Services provided under this Agreement are limited to those expressly identified in an Order. If Customer purchases any domain name registration, renewal, transfer, or related services through the Customer Portal, those services are governed by the then-current Domain Registration Terms, which are incorporated into this Agreement by reference. Customer accepts the Domain Registration Terms by submitting the applicable Order. MojoHost will make the then-current Domain Registration Terms available in the Customer Portal. MojoHost’s obligation to provide the Services is contingent upon Customer’s continued satisfaction of MojoHost’s credit, payment, risk, and compliance approval criteria. MojoHost is not required to provide Services for any Customer Configuration that does not meet the applicable MojoHost Configuration Requirements or that is outside MojoHost’s supported configurations. MojoHost will provide Support Services only as specified in the applicable Order and only to those individuals Customer designates in the Customer Portal, and MojoHost is not required to provide support directly to Customer’s end users.
 - 2.2 **Use of Services.** Customer shall use the Services only for lawful purposes and in compliance with this Agreement (including the AUP). Customer shall not use the Services in any application or environment where failure or fault of the Services or the Customer Configuration could lead to death or serious bodily injury or to physical or environmental damage.

- 2.3 **Orders; Changes.** Customer may order Services only through an Order. Each Order will identify the Services purchased (including any selected configurations, options, and support plan/tier). Customer may add, remove, upgrade, or downgrade Services only by submitting a new or modified Order through the Customer Portal or other ordering method accepted by MojoHost.
- 2.4 **Unsupported Services.** Any Services designated as Unsupported Services are provided on a best-efforts basis and are not subject to any service level commitment or credit remedy unless expressly stated in the applicable Order.

3. **Customer Obligations.**

- 3.1 For Services where MojoHost's access to the Customer Configuration is necessary to perform the Services or to calculate any utility Fees based on use of the Customer Configuration (other than for Hosted Systems), Customer shall give MojoHost a reasonable method to access the Customer Configuration. Any such access will be subject to MojoHost's confidentiality and security obligations under this Agreement. Customer acknowledges that MojoHost is not responsible for any failure to provide Services, calculate Fees, or meet any service level to the extent caused by Customer's failure to provide that access.
- 3.2 Customer shall cooperate with MojoHost's reasonable investigation of outages, security problems, and any suspected breach of the Agreement and shall respond promptly to MojoHost's related inquiries. Customer shall promptly cooperate with MojoHost in responding to valid law-enforcement or regulatory requests concerning material hosted by Customer, on condition that MojoHost gives notice of those requests to the extent legally permitted, and MojoHost has no obligation to contest or challenge those requests.
- 3.3 Customer is responsible for keeping its account permissions, billing information, and other account data accurate and up to date and for managing the security of its own credentials. MojoHost will provide support only to those individuals Customer designates in the Customer Portal and has no obligation to provide support directly to Customer's end users.
- 3.4 Customer's use of the Services shall comply with the AUP and all applicable laws, including export-control, data-protection, and sanctions laws. Customer is solely responsible for determining the suitability of the Services for its intended purpose and for ensuring that its use of the Services and Customer Configuration complies with applicable legal and regulatory requirements.
- 3.5 Customer states that all content it uploads, stores, transmits, or otherwise makes available through the Services complies with all applicable laws and regulations governing adult content, including but not limited to (1) the record-keeping and labeling requirements of 18 U.S.C. § 2257 and any state analogs, (2) laws prohibiting child sexual abuse material and non-consensual or voyeuristic depictions, and (3) any age-verification or consent-documentation obligations applicable to Customer's business. Customer shall maintain all required records and provide copies to MojoHost upon reasonable written request solely to verify compliance with this section 3.5. Customer shall indemnify MojoHost for any claim or penalty arising from Customer's breach of this section 3.5.

- 3.6 Customer is responsible for the integrity and security of all Customer Data and for regularly backing up and validating the integrity of those backups on an environment separate from the Customer Configuration. MojoHost will perform data backups only if expressly stated on an Order. Any backup assistance that MojoHost provides on its servers is provided as a courtesy and does not create any obligation, and MojoHost has no liability for any lost or corrupted Customer Data resulting from that assistance.
- 3.7 Customer shall use reasonable security measures and precautions with its use of the Services, including implementing encryption and other safeguards for Sensitive Data where appropriate based on the nature of the data and the Services used. Customer shall take appropriate measures to prevent unauthorized access to Sensitive Data by MojoHost except to the extent required for MojoHost to provide the Services under this Agreement, where MojoHost's access to the premises, systems, or networks managed or operated by Customer might otherwise expose that data.
- 3.8 Customer is responsible for all use of the Services under its account, including any usage, traffic, or activity generated by Customer, its end users, or third parties accessing the Services through Customer's credentials or systems, whether authorized or unauthorized.

4. **Security.**

- 4.1 **MojoHost's Measures.** MojoHost shall provide the Services in accordance with the S&PP Terms and any additional security specifications expressly identified in the applicable Order. MojoHost shall maintain appropriate administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of systems used to provide the Services.
- 4.2 **Incident Notification.** MojoHost shall notify Customer without undue delay (and in any event within 72 hours) after becoming aware of any actual, unauthorized access to or disclosure of Customer Data in MojoHost's possession or control that compromises its security or confidentiality. The notice will describe the nature of the incident, the Customer Data affected (to the extent known), and steps taken by MojoHost to mitigate potential adverse effects.
- 4.3 **Data Processing.** To the extent MojoHost processes personal data on behalf of Customer in providing the Services, MojoHost shall (1) process that data as necessary to provide the Services and in accordance with Customer's documented instructions, (2) implement appropriate technical and organizational measures consistent with the S&PP Terms, (3) ensure persons authorized to process the data are bound by confidentiality obligations, and (4) assist Customer in meeting its applicable data-protection obligations to the extent reasonably necessary and commercially feasible.
- 4.4 **Sensitive Data.** Customer Data may include Sensitive Data, including performer identification and consent documentation and information used for age- or identity-verification. MojoHost shall not intentionally access or use Sensitive Data except as reasonably necessary to perform the Services, to enforce this Agreement, or as required by law.
- 4.5 **Customer Responsibilities.** Customer shall use reasonable security measures and

precautions with its use of the Services, as set out in section 3.7. MojoHost is not responsible for any security incident to the extent caused by Customer's failure to maintain those measures.

4.6 **Ownership and Use of Data.** Customer Data is, and will remain, Customer's exclusive property. MojoHost shall not disclose Customer Data except as reasonably necessary to perform the Services (including for troubleshooting, security monitoring, abuse prevention, and maintaining and improving the Services), to comply with law or legal process, or as otherwise expressly permitted by this Agreement. MojoHost shall not use Customer Data for marketing or advertising purposes without Customer's consent.

5. **Support.**

5.1 **Service Tiers.** If an Order includes Support Services, the scope, response targets (if any), and any included support minutes, credits, or entitlements are limited to the Support Services and tier identified in that Order. Any service levels, credits, or remedies applicable to Support Services are governed solely by the applicable SLA (if any) and the Order. Any stated response targets are service objectives only and do not create a credit remedy unless expressly set out in the SLA or the applicable Order. Descriptions of support tiers on MojoHost's website or other materials are for informational purposes only and do not create binding service levels or remedies unless expressly incorporated into the SLA or an Order.

6. **Fees.**

6.1 **Invoicing and Payment.**

(a) MojoHost shall issue invoices in advance for recurring Fees, unless otherwise stated in the Order. Usage-based or metered Fees (including any bandwidth overage Fees described in section 6.3) will be invoiced in arrears, generally on a monthly basis, unless otherwise stated in the Order or applicable invoice, and those Fees may be measured based on actual usage in increments (including hourly, daily, or per-unit measurements, as applicable). Customer shall pay all Fees within 30 days after the invoice date, in the currency identified in the Order, and without withholding, setoff, counterclaim, or deduction. Fees may include transaction or gateway charges and other pass-through charges identified at checkout or on the applicable invoice. If Customer has arranged for payment by credit card or other payment method accepted by MojoHost, MojoHost may charge Customer's payment method seven days before the invoice due date; where permitted by law, those payments may be subject to a processing fee, surcharge, or gateway charge as identified on the applicable invoice. Customer authorizes MojoHost to charge any payment method associated with Customer's account for amounts due under the Agreement if Customer's default or selected payment method is declined, fails, expires, is reversed, or otherwise does not result in timely payment. This authorization is in addition to any ACH authorization or other payment authorization provided by Customer. By selecting ACH payment, Customer hereby authorizes MojoHost to initiate recurring electronic debits from Customer's designated account for all invoiced amounts when due. Payments must be received or settled within six days after the invoice

due date, after which a late fee of 5% or, if greater, interest at 1.5% per month (not both), may be applied.

- (b) If any undisputed amount remains overdue for 15 days, MojoHost may, after providing written notice and reasonable collection efforts, suspend the Services. Invoices not disputed in good faith and in written detail within 120 days of the invoice date are deemed accepted, except that disputes regarding usage-based charges must be raised within the period stated in section 6.3. MojoHost may charge Customer for any reasonable out-of-pocket expenses (including attorneys' fees) incurred in collecting overdue amounts.

6.2 **Fee Adjustments.** Except as otherwise provided in an Order, Fees will remain fixed during the Initial Term of the applicable Order. MojoHost may increase Fees (1) at the start of any Auto-Renewal Term with at least 30 days' written notice, or (2) at any time to reflect a Third-Party Fee Increase, on 30 days' written notice. Any increase applies only to billing periods beginning after its effective date. If a Third-Party Fee Increase raises Customer's aggregate monthly Fees by more than 10%, Customer may terminate the affected Order upon 30 days' notice. Domain name registration, renewal, transfer, and related services and fees are governed by the Domain Registration Terms and are not subject to this section 6.2.

6.3 **Bandwidth Fees.** Bandwidth included in a plan or bundled package is measured on outgoing data transfer only. If Customer exceeds its Bandwidth allotment, it will pay the applicable bandwidth overage Fee at the rate stated in the applicable Order or invoice (a usage-based Fee billed in arrears). When using the MojoHost Content Delivery Network ("CDN"), Customer is responsible for all public-Internet delivery costs, including unauthorized use or "hotlinking." Any Bandwidth-usage dispute must be raised within 30 days of the relevant invoice.

6.4 **Taxes.** All Fees are exclusive of Taxes. Customer shall pay all applicable Taxes and shall provide MojoHost with accurate and timely information to determine tax liability, including valid exemption certificates delivered reasonably in advance. Customer shall indemnify MojoHost against any liability, interest, or penalties arising from Customer's failure to provide accurate tax information or to pay Taxes when due. Payments must be made without deduction or withholding except for Local Withholding Taxes, and MojoHost shall credit Customer's account for properly documented Withholding Taxes paid on its behalf.

7. **Term and Termination.**

7.1 **Term.** The term of this MSA begins on the Start Date and continues until terminated. Each Order remains in effect for its Initial Term and, for Recurring Services, automatically renews for successive Auto-Renewal Terms unless either party gives notice of non-renewal in accordance with this Agreement. Notice is effective upon receipt and may be delivered through the Customer Portal or by any method permitted under section 14.5. Non-recurring Fees do not renew.

7.2 **Termination.**

- (a) Unless otherwise stated in the Agreement or an applicable Order, Customer may terminate any part of an Order by giving MojoHost at least 30 days' advance written notice (in accordance with section 14.5).
- (b) Either party may terminate this Agreement or any affected Order by written notice if the other party materially breaches this Agreement and, if the breach is curable, fails to cure the breach within 30 days after receiving written notice describing the breach.
- (c) MojoHost may terminate this Agreement or any affected Order immediately on written notice if (1) after suspension for nonpayment, any undisputed amount remains overdue for ten additional days, (2) MojoHost reasonably determines that Customer's use of the Services violates applicable law or poses a material risk to MojoHost's network, reputation, or other customers, or (3) to the extent permitted by applicable law, Customer enters into liquidation, makes an assignment for the benefit of creditors, has a receiver appointed, or ceases business operations.
- (d) If Customer terminates an Order under section 7.2(a), before the end of the Order's Initial Term (or any other committed service term expressly stated in the applicable Order), Customer shall pay an early-termination fee equal to the monthly recurring Fee for the terminated Services multiplied by the number of months remaining in the applicable committed term, as liquidated damages and not as a penalty. No early-termination fee applies to Orders that are month-to-month (or otherwise have no committed term) unless expressly stated in the applicable Order. If MojoHost allows Customer to delay or reschedule the termination date, Customer shall again provide the notice required under section 7.2(a) of the new termination date. The early-termination fee applies only to the portion of Services terminated.
- (e) Upon any termination, (1) all Fees for Services provided through the effective date of termination will immediately become due, and (2) MojoHost will refund, on a pro-rata basis, any prepaid Fees for the terminated Services covering the period after the effective date of termination, except that no refund will be owed for non-recurring, usage-based, or third-party pass-through charges (including bandwidth overage Fees and any other metered charges) and any amounts owed by Customer may be deducted from the refund.

7.3 **Suspension of Services.** MojoHost may suspend Services without liability if (1) any undisputed amount remains overdue as described in section 6.1(b), (2) MojoHost reasonably believes the Services are being used in violation of the Agreement or applicable law, (3) Customer fails to cooperate with a reasonable investigation of any suspected violation, (4) Customer's Customer Configuration or account is attacked or accessed by an unauthorized person, (5) MojoHost is required by law or governmental order to suspend, or (6) MojoHost reasonably determines that suspension is necessary to protect its network or other customers. MojoHost shall provide reasonable advance notice of suspension unless a shorter period is reasonably necessary to prevent imminent and material harm or unless notice has already been provided under section 6.1(b).

Customer shall remain responsible for all Fees during any suspension unless the suspension results solely from MojoHost's breach. Suspension does not waive MojoHost's right to terminate this Agreement or any Order under section 7.2(b) or 7.2(c).

- 7.4 **Effect of Termination.** Upon termination of this Agreement or any Order, Customer shall promptly discontinue use of the terminated Services, and MojoHost may disable access to the affected systems. Except as otherwise required by law, MojoHost may permanently delete Customer Data remaining on its systems (including in any caches or active systems, but excluding routine backup or archival copies, which may be retained and deleted in accordance with MojoHost's standard practices) within a reasonable period after termination of the applicable Order. Customer acknowledges that MojoHost is not required to retain Customer Data after that period and that Customer is solely responsible for exporting or backing up Customer Data before deletion. Termination of one Order terminates only the Services identified in that Order unless expressly stated. Sections 8, 9, 10, 11, 12, 13, and 14, and any provisions requiring payment of Fees (including early-termination Fees) survive termination.

8. Confidentiality.

- 8.1 **Obligation of Confidentiality.** Neither party shall use the other's Confidential Information except for performing or using the Services, exercising its rights under this Agreement, or as required by law. Each party shall protect the other's Confidential Information with the same degree of care it uses to protect its own confidential information, but not less than reasonable care, and shall not disclose that information except as permitted under this section 8.
- 8.2 **Permitted Disclosures.** A party may disclose the other's Confidential Information (1) to its Representatives who need to know it for the purposes of this Agreement, on condition that those Representatives are bound by written or professional obligations of confidentiality at least as protective as those stated here, (2) as required by law, or (3) in response to a subpoena, court order, or other compulsory legal process, on condition that the disclosing party gives the other written notice promptly and, where practicable, in advance of disclosure (unless legally prohibited or a shorter notice period is required by law). At the other party's request and expense, the disclosing party shall reasonably cooperate to seek confidential treatment or a protective order.
- 8.3 **Exclusions.** Confidential Information does not include information that (1) is or becomes public other than through breach of this Agreement, (2) was lawfully known to the receiving party without confidentiality restriction before disclosure, (3) is received from a third party lawfully entitled to disclose it, or (4) is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- 8.4 **Return or Destruction.** Upon written request, each party shall return or destroy the other's Confidential Information, except for copies retained as required by law or contained in system backups maintained in the ordinary course of business, which remain subject to the confidentiality obligations under this Agreement until destroyed.
- 8.5 **Relationship to Personal Data.** The obligations in this section 8 supplement, and do not limit, either party's obligations regarding personal data and Sensitive Data under section

4 (Security).

9. **Intellectual Property.**

- 9.1 **Ownership.** As between the parties, (1) MojoHost owns all interest in the Services and the MojoHost IP (including all improvements, derivatives, or modifications of them, excluding Customer IP), and (2) Customer owns all interest in the Customer IP.
- 9.2 **MojoHost IP License.** MojoHost hereby grants Customer a limited, non-exclusive, non-transferable, royalty-free license to use the MojoHost IP solely as incorporated in or necessary to access and use the Services during the term of the applicable Order, subject to Customer's compliance with this Agreement. This license is revocable for Customer's material breach and terminates upon termination of the applicable Order. MojoHost IP includes any software, tools, scripts, configurations, documentation, and know-how developed or provided by MojoHost in connection with the Services.
- 9.3 **Customer IP License.** Customer hereby grants MojoHost a limited, non-exclusive, worldwide, royalty-free license (with the right to sublicense to Affiliates and subcontractors solely as necessary) to host, store, reproduce, transmit, display, process, make available, and otherwise use the Customer IP solely to provide the Services. MojoHost acquires no ownership rights in Customer IP.
- 9.4 **Infringement Claims.** If any Service is, or in MojoHost's reasonable judgment is likely to become, the subject of a third-party claim alleging infringement, MojoHost shall use reasonable efforts to (1) modify the Service to be non-infringing while providing substantially equivalent functionality, or (2) obtain the right for Customer to continue using it. If neither option is commercially practicable, MojoHost may terminate the affected Service upon 30 days' written notice (or that longer period as required by the applicable Order) and refund any prepaid but unused Fees for the terminated Service. This section 9.4 states Customer's exclusive remedy for any third-party intellectual property claim relating to the Services.

10. **Indemnification.**

- 10.1 **Customer Indemnity.** Customer shall defend MojoHost, its Affiliates, and each of their respective officers, directors, employees, contractors, and agents against all third-party claims, actions, demands, or proceedings, and all resulting damages, losses, fines, penalties, costs, and reasonable attorneys' fees (collectively, "**Claims**") to the extent arising out of or relating to (1) Customer's or any end user's use of the Services, Customer Data, or Customer IP, (2) any allegation that content hosted, stored, or transmitted by or for Customer violates applicable law (including but not limited to 18 U.S.C. § 2257 and state or foreign analogs), infringes intellectual-property rights, misappropriates trade secrets, violates privacy or publicity rights, or constitutes unlawful, obscene, defamatory, non-consensual, or otherwise tortious material, (3) Customer's breach of the Agreement, the AUP, or any TPS Agreement, or (4) acts or omissions of Customer's employees, contractors, or anyone gaining access to the Services through Customer's credentials or systems. Customer's obligations under this section 10.1 apply regardless of whether the acts or omissions were authorized by Customer.
- 10.2 **Procedure.** MojoHost shall promptly notify Customer in writing of any Claim. Failure to

provide prompt notice will not relieve Customer of its obligations under this section 10 except to the extent Customer is materially prejudiced by the delay. Customer may assume control of the defense with counsel reasonably acceptable to MojoHost. MojoHost may participate in the defense with its own counsel at its own cost. Customer shall not settle any Claim without MojoHost's prior written consent if the settlement imposes any obligation on or admits liability of MojoHost. MojoHost may assume exclusive control of the defense at any time if Customer fails to diligently defend or if MojoHost reasonably determines Customer's interests conflict with its own. Customer shall pay all indemnified defense costs as incurred and all other indemnified amounts promptly upon becoming due.

- 10.3 **MojoHost Indemnity.** MojoHost shall indemnify Customer from any third-party Claim alleging that the Services or MojoHost IP, as provided by MojoHost and used by Customer in accordance with this Agreement, directly infringe or misappropriate any valid intellectual-property right. If any Service is, or in MojoHost's reasonable judgment is likely to become, the subject of such a Claim, MojoHost may, at its expense, (1) modify the Service to be non-infringing while providing substantially equivalent functionality, (2) obtain the right for Customer to continue using it, or (3) terminate the affected Service upon written notice and refund any prepaid but unused Fees for the terminated Service. MojoHost will have no obligation under this section 10.3 for Claims arising from (A) Customer Data or Customer IP, (B) modifications or combinations of the Services not made by MojoHost, or (D) Customer's use of the Services other than as authorized by this Agreement. MojoHost's obligations under this section 10.3 constitute Customer's exclusive remedy for any such Claim.
- 10.4 **Additional Rights.** MojoHost may suspend or terminate the affected Services upon notice if continued performance may subject MojoHost to potential liability, to the extent permitted by applicable law. The indemnities in this section 10 survive termination of the Agreement.

11. **Limitation of Liability.**

- 11.1 **Non-Excludable Liabilities.** To the extent permitted by law, nothing in this Agreement limits either party's liability for death or personal injury caused by its negligence, for gross negligence or willful misconduct, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.
- 11.2 **Aggregate Cap.** Subject to section 11.1, the total aggregate liability of MojoHost and its Representatives for all claims arising out of or relating to this Agreement, under any legal theory, will not exceed the total Fees paid by Customer for the Services giving rise to the claim during the 12 months immediately preceding the first event giving rise to liability.
- 11.3 **Excluded Damages.** Except for Customer's payment obligations or indemnification obligations under section 10, neither party will be liable to the other for any indirect, consequential, incidental, special, punitive, or exemplary damages (including loss of profits, revenue, goodwill, data, or anticipated savings), even if that party has been advised of the possibility of such damages.
- 11.4 **SLA Credits.** Where an SLA is applicable to a Service and provides a service credit remedy,

the credits described in the applicable SLA are Customer's sole remedy for MojoHost's failure to meet the applicable service level commitment. In no event will total credits exceed 100% of the Fees for the affected Service for the applicable monthly billing period (or, if the Service is not billed monthly, the applicable billing period), and no cash refund will be due unless MojoHost elects otherwise. Customer must be current on all payments to receive any credit.

12. **Disclaimer of Warranties.**

- 12.1 **General Disclaimer.** To the extent permitted by law, MojoHost makes no representations or warranties, express or implied, except as expressly stated in this Agreement. Without limiting the foregoing, MojoHost expressly disclaims all implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and title. Except as expressly stated in an applicable SLA, MojoHost does not warrant that the Services will be uninterrupted, error-free, secure, or free from harmful components.
- 12.2 **Customer Responsibility.** Customer is solely responsible for determining the suitability of the Services for its intended purposes and for the results obtained from use of the Services. MojoHost has no responsibility or liability for (1) acts or omissions of Customer, any end user, or any third party, (2) Customer-provided software or content, (3) Open Source Software, Third-Party Services, or Third-Party Software, except to the extent expressly stated in an applicable TPS Agreement, Order, or license terms provided by MojoHost, or (4) any actions taken by MojoHost at Customer's direction that are not based on MojoHost's written recommendation.
- 12.3 **Unsupported Services.** Certain Services may be designated as Unsupported Services. For Unsupported Services, MojoHost will provide the Services on a best-efforts basis only. Unsupported Services and any part of the Customer Configuration affected by them are provided "as is" and without any warranty, express or implied, and no SLA or service credit remedy applies.
- 12.4 **Limitation.** The disclaimers in this section 12 are in addition to, and not in lieu of, the limitations of liability in section 11.

13. **Governing Law & Disputes.**

- 13.1 **Governing Law.** Michigan law governs all adversarial proceedings arising out of this Agreement or MojoHost providing the Services to Customer.
- 13.2 **Agreement to Arbitrate.** Any dispute, controversy, or claim arising out of or relating to this Agreement, the Services, or any Order (a "**Dispute**") must be resolved exclusively by binding arbitration administered by National Arbitration and Mediation ("**NAM**") in accordance with its Comprehensive Dispute Resolution Rules and Procedures then in effect. The arbitration must be conducted before a single neutral arbitrator experienced in commercial and technology contracts. Unless the arbitrator determines that an in-person hearing is necessary, the arbitration must be conducted by video conference (including by Zoom or a comparable platform).
- 13.3 **Arbitration Procedure.** The arbitrator will have the authority to award any remedy available at law or in equity that is not excluded by this Agreement. Judgment on the

award may be entered in any court having jurisdiction. The seat of arbitration must be Oakland County, Michigan, USA, but hearings may be conducted virtually as described above. The arbitration and all related proceedings must be confidential. The foregoing does not prevent a party from disclosing information to its attorneys, accountants, auditors, insurers, or as required by law or to enforce an award.

- 13.4 **Class and Collective Actions Waiver.** The parties acknowledge that arbitration will be conducted only on an individual basis, and not as a class, collective, consolidated, or representative action. The arbitrator will not have authority to consolidate claims or preside over any class or representative proceeding. If this waiver of class or collective actions is found unenforceable, this entire arbitration provision will be severed, and those claims will proceed exclusively in the state or federal courts located in Michigan.
- 13.5 **Batch or Coordinated Proceedings.** If more than 25 substantially similar arbitration demands are filed against either party by or with the assistance of the same law firm or coordinated group of firms within a 90-day period, NAM will have discretion to administer those claims using coordinated or “batch” procedures to promote efficiency. The parties and the arbitrator must cooperate in good faith to achieve fair and efficient resolution of those claims.
- 13.6 **Carve-Out for Certain Claims.** Notwithstanding the foregoing, either party may bring an action in a court of competent jurisdiction (1) to collect undisputed unpaid Fees or early termination Fees, or (2) to seek temporary, preliminary, or permanent injunctive or other equitable relief to protect Confidential Information or intellectual-property rights.
- 13.7 **Venue and Jurisdiction.** For any matters not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Michigan, and waive any objection to venue or forum.
- 13.8 **Waiver of Jury Trial.** To the extent any Dispute proceeds in court rather than arbitration, each party irrevocably waives the right to a jury trial.
- 13.9 **Severability.** If any provision of this section 13 is found unenforceable, the remaining provisions will remain in full effect to the extent permitted by law.
14. **General.**
- 14.1 **Relationship.** The parties are independent contractors and not partners, joint venturers, or agents of each other. Except as expressly stated in the Agreement, neither party is the agent of the other and neither party has authority to bind the other in any agreement with a third party. MojoHost is not a party to, and is not responsible for the performance of, any TPS Agreements. Except as expressly provided in sections 10, 11, and 12 or where a person is expressly designated in this Agreement as a “Third-Party Beneficiary,” nothing in this Agreement confers any rights or remedies on any third party. Customer may permit its end users to use the Services, but MojoHost will provide support only to those individuals designated by Customer in the Customer Portal and has no obligation to provide support to Customer’s end users. Customer is responsible for the acts and omissions of its end users.

14.2 **Interpretation; Order of Precedence; Changes.**

- (a) If there is a conflict between the terms of the Agreement, the documents will prevail in the following order of precedence: (1) the applicable Order (including any configuration, pricing, and options selected during checkout or identified on an invoice); (2) any product- or policy-specific terms expressly designated by MojoHost as applicable to the Services (including the Domain Registration Terms (if applicable), any Service Level Agreement (SLA) (if applicable), the Acceptable Use Policy (AUP), the Security & Privacy Practices (S&PP) Terms, and the Data Processing Addendum (DPA), as applicable); and (3) this MSA.
- (b) Unless otherwise expressly permitted in the Agreement, to be effective, any amendment to this Agreement must be in writing and signed by both parties. An Order may be amended to modify, add, or remove Services either by a written agreement signed by both parties or by an exchange of correspondence through the Customer Portal (including the MojoHost ticketing system) that includes the express consent of an authorized individual for both parties. The pre-printed terms of Customer's purchase order or other business form or terms that Customer provides are void and of no effect.
- (c) Some terms are incorporated into the Agreement by reference to pages on the MojoHost website or Customer Portal, and MojoHost may revise those terms from time to time (including this MSA). MojoHost will use commercially reasonable efforts to provide notice of material changes (for example, by posting notice in the Customer Portal), but Customer is responsible for reviewing the then-current terms. Except where otherwise designated, those revisions are effective, supersede prior versions, and form part of the Agreement as of the time (1) Customer enters into a new Order referencing the revised terms, (2) an Order automatically renews under the Agreement, or (3) the parties enter into a written agreement for an account transfer (in which case Customer acknowledges that it has reviewed and accepted the then-current version of the terms).
- (d) If over time Customer enters into multiple Orders for a given Customer Configuration (for example, adding additional components or Services), then the most recent terms referenced in the applicable Order(s) will govern the entirety of the Services for that Customer Configuration.

14.3 **Force Majeure.** Neither party will be liable or be in breach of the Agreement (excluding Customer's payment obligations) for any delay or failure to perform an obligation to the extent caused by an event beyond its reasonable control, including significant failure of a part of the power grid, failure of the Internet, natural disaster or severe weather event, fire, acts or orders of government (including governmental blocking or content-restriction orders), suspension or termination of upstream provider or carrier services, war, riot, insurrection, epidemic or pandemic, strikes or other labor actions, or terrorism. The affected party shall use commercially reasonable efforts to mitigate the effects of the event and resume performance as soon as practicable.

14.4 **Assignment & Subcontractors.** Customer shall not assign, delegate, or otherwise transfer this Agreement, any Order, or any of Customer's rights or obligations under it, whether

by operation of law or otherwise, without MojoHost's prior written consent, except that Customer may assign this Agreement and any Order in connection with a merger, acquisition, reorganization, or sale of substantially all of Customer's assets, or to an Affiliate, upon written notice to MojoHost, so long as the assignee agrees in writing to be bound by this Agreement. Any attempted assignment by Customer in violation of this section 14.4 is void. MojoHost may assign this Agreement and any Order, in whole or in part, without Customer's consent, including to an Affiliate, in connection with a corporate reorganization, or upon a sale of some or all of MojoHost's business or assets. MojoHost may disclose or transfer Customer's Confidential Information to a permitted assignee solely as necessary to effect an assignment, and the assignee will be bound to protect that Confidential Information in accordance with this Agreement. Unless otherwise expressly authorized by MojoHost in writing or in an applicable Order, Customer shall not (1) sell, resell, lease, or provide the Services as a service, or (2) assign, grant, or transfer any interest in Third-Party Services or Third-Party Software to any other individual or entity. MojoHost may use its Affiliates or subcontractors to perform any part of the Services, but MojoHost remains responsible under this Agreement for work performed by its Affiliates and subcontractors to the same extent as if MojoHost performed the Services itself.

- 14.5 **Notices.** Customer's communications to MojoHost regarding the Services should be sent through the Customer Portal. Customer support tickets and other communications through the Customer Portal are not Legal Notices unless expressly stated in this Agreement. All legal notices required under this Agreement ("**Legal Notices**") must be sent by email to legal@mojohost.com and by overnight courier to: Legal Department, MojoHost, 21671 Melrose Ave., Southfield, MI 48075, USA. MojoHost's communications regarding the Services and any Legal Notices will be posted on the Customer Portal or sent by email or courier to the individuals Customer designates as contacts on Customer's account. Legal Notices are deemed received when delivered (or, for notices posted to the Customer Portal, when posted), except that if receipt occurs outside a Business Day, notice is deemed received at the start of the next Business Day. For purposes of counting days for notice periods, the Business Day on which a notice is deemed received counts as the first day. Legal Notices must be given in English.
- 14.6 **Publicity.** Neither party shall issue any press release or other public announcement regarding the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. MojoHost may identify Customer by name (and, with Customer's prior written approval, use Customer's logo) on MojoHost's customer lists and similar promotional materials. Customer shall not use MojoHost's name or logo without MojoHost's prior written consent.
- 14.7 **Enforceability & Waiver.** If any provision of the Agreement is found unenforceable, the remaining provisions will remain in full effect, and the unenforceable provision will be reformed to the minimum extent necessary to make it enforceable while preserving the parties' intent. The parties acknowledge that the pricing and other terms in the Agreement reflect the intended allocation of risk between the parties and form an essential part of the Agreement. A waiver of any right under the Agreement must be in writing to be effective, and any waiver is limited to the specific instance and purpose for which it is given. Failure to enforce any provision of the Agreement is not a waiver of that

provision or any other provision.

- 14.8 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, and understandings, whether written or oral. Each party acknowledges that in entering into the Agreement it is not relying on any statement, representation, warranty, or promise not expressly set out in the Agreement. Nothing in this section 14.8 limits liability for fraud or fraudulent misrepresentation.

Schedule 1

Defined Terms

“Affiliate” means, regarding a Person, any other Person at the time directly or indirectly controlling, controlled by, or under common control with that Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“Agreement” means, collectively, (1) this MSA, (2) each applicable Order, and (c) any policies, terms, and other documents incorporated by reference into this MSA or an Order (including the AUP, the Domain Registration Terms, SLA (if any), S&PP Terms, and DPA, as applicable).

“AUP” means MojoHost’s [Acceptable Use Policy](#).

“Auto-Renewal Term” means each automatic renewal period following expiration of the Initial Term for Recurring Services, equal to the renewal term or billing cycle stated in the applicable Order (and, if none is stated, month-to-month), unless either party gives timely notice of non-renewal under this Agreement.

“Bandwidth” means data transfer associated with the Services, including outbound data transfer (egress) and, where applicable, CDN egress and other network traffic delivered from the Services, as measured by MojoHost for the applicable Service and billing period.

“Business Day” means any day other than a Saturday, Sunday, or a federal public holiday observed in the United States, as observed in Detroit, Michigan.

“Confidential Information” means any non-public information disclosed by either party to the other party, in any form, that (1) is marked or designated as confidential, (2) under the circumstances a reasonable person would understand to be confidential, or (3) includes either party’s products, services, customers,

marketing or promotions, know-how, business plans, pricing, security information, or the negotiated terms of the Agreement.

“Customer Configuration” means the combination of hardware, virtual resources, software, and network components and related environment settings provisioned by MojoHost to deliver the Services to Customer, including any configuration details specified in the applicable Order and any changes made pursuant to the Agreement.

“Customer Data” means all data, content, records, or other material that Customer or its end users submit, upload, store, cache, process, transmit, or generate through or in connection with the Services.

“Customer IP” means Intellectual Property owned or controlled by Customer other than MojoHost IP.

“Customer Portal” means MojoHost’s online customer interface, checkout/order interface, and/or ticketing system (and any successor systems) through which Customer manages its account, Orders, and communications.

“Fees” means the amounts payable by Customer for the Services as stated in the applicable Order or invoice, including recurring and non-recurring charges, setup fees, usage-based, metered, or hourly charges, and any applicable taxes and third-party pass-through charges.

“Hosted System” means a dedicated server, virtual server instance, or other server-based Customer Configuration provisioned by MojoHost for Customer’s use, as specified in an Order.

“Initial Term” means, for an Order, the initial service term stated in that Order and, if no initial term is stated, the initial billing period for the Services (e.g., month-to-month for monthly

Services).

“Intellectual Property” means all intellectual property and proprietary rights, including patents, copyrights, trademarks, service marks, trade secrets, mask work rights, and any other similar rights anywhere in the world.

“Local Withholding Taxes” means withholding (or similar) taxes imposed on amounts payable to MojoHost for supplying the Services that Customer is legally required to withhold and remit to a governmental or taxing authority.

“MojoHost Configuration Requirements” means the technical, configuration, compatibility, and prerequisite requirements identified by MojoHost as necessary to provide the Services (including any supported configurations, minimum software versions, or required settings), as stated in the applicable Order, Customer Portal, or MojoHost policies or documentation incorporated by reference.

“MojoHost IP” means all Intellectual Property owned or controlled by MojoHost, including the Services, underlying technology, software, systems, processes, know-how, documentation, and any modifications or derivatives of the foregoing, excluding Open-Source Software.

“Open-Source Software” means any software, code, or other materials that are made available under an open-source license, including licenses approved by the Open Source Initiative or other substantially similar licenses (including the Apache, GPL, LGPL, MIT, and BSD licenses).

“Order” means any ordering document or process by which Customer purchases, renews, upgrades, or modifies Services, including (1) an online order placed through MojoHost’s website store, customer portal, or checkout flow (including any configuration and options selected and any order or cart summary presented at checkout), (2) any invoice, receipt, or renewal notice issued by MojoHost that identifies the Services and applicable Fees, or (3) any written order form or quote accepted by

MojoHost. Each Order is incorporated into and governed by this Agreement.

“Recurring Services” means Services that are billed on a recurring basis (e.g., monthly or annually) as stated in the applicable Order, excluding usage-based or metered Services.

“Representative” means, as to an entity, any of that entity’s directors, officers, employees, agents, consultants, advisors, and other representatives, and as to an individual, any of that individual’s employees, agents, consultants, advisors, and other representatives.

“Person” means a human being, an entity (including a partnership), an organization, or a government body.

“S&PP Terms” means MojoHost’s [Security and Privacy Practices](#).

“Sensitive Data” means information that requires a higher level of protection under applicable law or industry standards, including (1) government-issued identification numbers, financial account information, payment card data, or bank account credentials, (2) health or medical information, (3) biometric identifiers, (4) authentication credentials (including passwords, private keys, or security questions/answers), and (5) performer-verification data and any consent, identity-verification, or age-verification records.

“Services” means the hosting, cloud, CDN, compute, storage, managed services, and any other services expressly identified in an Order and provided by MojoHost under this Agreement.

“SLA” means MojoHost’s then-current Service Level Agreement (if any) applicable to the Services, as made available on MojoHost’s website or Customer Portal and incorporated by reference.

“Support Services” means any support, monitoring, or management services (including any “managed services” or support plan/tier)

that MojoHost provides to Customer, solely as specified in an Order.

“Tax” means any value-added, goods and services, sales, use, property, excise, and similar taxes, import duties, or other governmental assessments arising out of providing the Services, excluding Local Withholding Taxes.

“Third-Party Fee Increase” means an increase in the fees, rates, or charges imposed on MojoHost by a third party for Customer’s use of Third-Party Services or Third-Party Software, whether that increase is imposed directly by the third party or through a distributor, reseller, registrar, or similar intermediary.

“Third-Party Services” means services or other offerings provided by a third party (not MojoHost), including any services that MojoHost resells, integrates, or facilitates, and that are used in connection with the Services.

“Third-Party Software” means any software or code provided by a third party (not MojoHost) that is used in connection with the Services, including any software that MojoHost resells, makes available, or installs for Customer.

“TPS Agreements” means any agreements, terms, or policies between Customer and a third party that govern Customer’s access to or use of Third-Party Services or Third-Party Software, which MojoHost is not a party to.

“Unsupported Services” means any Services that MojoHost designates in an Order as “best efforts,” “nonstandard,” “unsupported,” or with a similar designation indicating that the Services are provided without a service level commitment or credit remedy.