

GROWTHZONE TERMS OF SERVICE

(Last Updated: August 16, 2024)

IMPORTANT – READ CAREFULLY. THESE TERMS OF SERVICE SET FORTH A LEGAL AGREEMENT BETWEEN YOU AND GROWTHZONE RELATING TO THE APPLICATION SERVICE AND/OR OTHER SERVICES. THESE TERMS OF SERVICE CONTAIN AUTOMATIC RENEWAL PROVISIONS.

BY (A) CHECKING A BOX INDICATING CUSTOMER'S ACCEPTANCE OF, OR TAKING ANY OTHER ACTION TO AFFIRM, THESE TERMS OF SERVICE WHEN THE OPTION IS MADE AVAILABLE TO YOU, OR (B) AGREEING TO AN ORDER FORM THAT ATTACHES OR INCORPORATES BY REFERENCE THESE TERMS OF SERVICE, WHICHEVER IS FIRST TO OCCUR, YOU AGREE THAT YOU HAVE READ AND ACCEPTED THESE TERMS OF SERVICE AND HAVE AGREED TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE.

YOU REPRESENT AND WARRANT THAT (A) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH GROWTHZONE, (B) HAVE READ THESE TERMS OF SERVICE, (C) AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE (INCLUDING THE AUTOMATIC RENEWAL PROVISIONS) AND THE ORDER FORM, AND (D) YOU ARE NOT A COMPETITOR OF GROWTHZONE, NOR AN EMPLOYEE, SERVICE PROVIDER, REPRESENTATIVE OR AGENT OF A COMPETITOR OF GROWTHZONE. THE INDIVIDUAL WHO ACCEPTS THESE TERMS OF SERVICE AND THE ORDER FORM ON BEHALF OF AN ENTITY REPRESENTS AND WARRANTS THAT THEY ARE AN AUTHORIZED REPRESENTATIVE OF THE ENTITY WITH FULL POWER AND AUTHORITY TO BIND THE ENTITY TO THESE TERMS OF SERVICE AND THE ORDER FORM.

1. General. These GrowthZone Terms of Service (the “Terms of Service”) and the Order Form (collectively, the “Agreement”) together constitute the entire agreement between GrowthZone, LLC (“GrowthZone”) and the Person identified as the “Customer” in the Order Form (“Customer”, “you” or derivations thereof) with respect to the subject matter of this Agreement. For the avoidance of doubt, if the Terms of Service are attached to or incorporated by reference into an additional Order Form(s), each Order Form incorporating these Terms of Service will constitute a separate agreement.

2. Definitions. In addition to those terms defined elsewhere in the Agreement, the following terms will have the defined meanings given below:

a. “Application Service” means the GrowthZone-provided software-as-a-service offering(s) identified in the Order Form made available for access and use via the internet, including any Updates thereto.

b. “Authorized Member/Contact” means a member, registrant or other participant in, or contact of, Customer’s association, group or organization (including related events) who has been issued (in accordance with the Application Service’s then-current provisioning process) log-in credentials to permit access to and use of the Application Service by such Person based on its relationship with Customer.

c. “Authorized Staff” means an employee or independent contractor of Customer who has been issued (in accordance with the Application Service’s then-current provisioning process) log-in credentials to permit access to and use of the Application Service by such Person on behalf of Customer.

d. “Authorized User” means a Person who is an Authorized Staff or an Authorized Member/Contact, as applicable.

e. “Customer Data” means any and all Data that is uploaded, submitted, transmitted or otherwise provided by Customer or an Authorized User to the Application Service for processing.

f. “Customer Materials” means any and all trademarks, logos, audio, video and/or audiovisual content, software, and Data provided to GrowthZone by or on behalf of Customer for use in branding, creating, displaying on, and/or otherwise incorporating into or with, the Application Service or the Website, as applicable.

g. “Data” means text, images, displays, photos, reports, graphs, content, information and other data.

h. “Documentation” means any user guides, training materials, and other technical documentation published by GrowthZone describing the features, functionality, use and operation of the then-current version of the Application Service that GrowthZone makes generally available to its users of the Application Service.

i. “Intellectual Property Rights” means any and all patent rights, copyrights, trademark rights, trade secret rights, sui generis database rights, and other proprietary or intellectual property rights, whether now existing or hereafter arising, under the laws of any jurisdiction.

j. “Month-to-Month Subscription” means the type of subscription for an Application Service, Website Hosting Services or any other subscription-based Services if the initial subscription/service period indicated in the Order Form for such Services was for a period of thirty-one (31) days or less.

k. “Order Form” means (i) a written or electronic order issued by GrowthZone and agreed to by Customer and GrowthZone or (ii) in the absence of an order described in the foregoing clause (i) with respect to any particular Services, an invoice issued by

GrowthZone with respect to such Services provided to Customer, in each case, that (A) identifies the Services provided or to be provided by GrowthZone to Customer and (B) sets forth any additional terms and conditions relating thereto not inconsistent with the provisions of these Terms of Service. Customer shall be deemed to have agreed to such document upon the earliest of (1) its first use of the Services identified therein, (2) its payment of Fees for the Services identified therein, or (3) its taking of any other action to affirm its acceptance of such document, including its written or electronic acceptance of such document. For the avoidance of doubt, any online order for Services by Customer through GrowthZone's online ordering system, or any written order (whether in electronic or paper form) provided to Customer by GrowthZone for signature that describes the Services that customer is subscribing to and that is signed by Customer (whether manually or electronically), and, in each case, accepted by GrowthZone, will be deemed an "Order Form".

l. "Other Services" means any services (other than the Application Service) identified in the Order Form or the Terms of Service to be provided by GrowthZone under this Agreement, including any setup, implementation, training, Managed Services and/or Support Services with respect to the Application Service, any Website Design Services, and/or Website Hosting Services.

m. "Permitted Use" means, subject to the other terms, conditions and restrictions set forth in this Agreement, (i) to use for Customer's internal business purposes and (ii) to permit Authorized Member/Contacts to use Authorized Member/Contact-facing portions of the Application Service in providing Data to and/or receiving Data from Customer through the Application Service.

n. "Person" means any individual, partnership, corporation, limited liability company, trust, joint stock company, government (including any department or agency thereof) or any other form of association or entity.

o. "Service Period" means (i) with respect to the Application Service, Website Hosting Services or any other subscription-based Services, the initial subscription/service period indicated in the Order Form for such Services (with such period measured from the Subscription Commencement Date) (such period, the "Initial Subscription Period"), and thereafter automatically renewing (A) in the case of a Month-to-Month Subscription, for consecutive month-to-month renewal periods unless a party notifies the other party of its decision not to renew in writing (with such expiration to be effective upon the last day of the next month following the month in which such notice was delivered) and (B) in all other cases, for consecutive renewal periods each equal to one year unless a party notifies the other party at least thirty (30) days prior to the end of the then-current period of its decision not to renew in writing (each renewal period, a "Renewal Subscription Period"), or (ii) with respect to the Website Design Services or other non-subscription based Services, the service period commencing on the effective date of the Order Form and, subject to earlier termination in accordance with this Agreement, ending upon GrowthZone's completion of such Services.

p. "Services" means the Application Service and/or the Other Services, as applicable.

q. "Subscription Commencement Date" has the defined meaning set forth in Section 10(c) of the Terms of Service.

r. "Subscription Package Terms" means the terms, conditions and usage limitations set forth on the "Subscription Package Terms" or similarly named page or location within the Application Service with respect to each subscription package (including any add-on usage packages) offered by GrowthZone for the Application Service. The Subscription Package Terms are hereby incorporated into and made part of the Terms of Service for all purposes. GrowthZone may amend the Subscription Package Terms at any time by providing notice to Customer on or through the Application Service or such other means of notice permitted under this Agreement, but, except as otherwise provided in this Agreement, such amended Subscription Package Terms will not be effective as to any Application Service under an Order Form that GrowthZone accepted prior to the date GrowthZone provided notice of the amendment until the first day of the next Renewal Subscription Period that follows the effective date of the amendment.

s. "Term" has the defined meaning set forth in Section 11(a) of the Terms of Service.

t. "Update" means any modification, improvement or other change to the Application Service (including bug fixes and error corrections) that GrowthZone makes generally available without additional charge to its customers of the Application Service, excluding, however, any new version or release that GrowthZone determines in its sole judgement adds significant new or expanded functionality for which GrowthZone charges an additional fee.

3. Right to Use Application Service and Documentation.

a. License. Subject to the terms and conditions of this Agreement, GrowthZone grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Service Period for the Application Service, to access and use the Application Service and Documentation for the Permitted Use. Customer may make a reasonable number of copies of the Documentation, and distribute copies to its Authorized Staff, for its internal business purposes. Any permitted copy of the Documentation (x) will remain the exclusive property of GrowthZone, (y) will be subject to the terms and conditions of this Agreement, and (z) must include all copyright or other Intellectual Property Rights notices contained in the original.

b. Conditions and Restrictions. Anything to the contrary notwithstanding, the rights and licenses granted in Section 3(a) above do not authorize Customer to, and Customer will not (directly or indirectly): (i) reproduce (except for copies of the Documentation expressly authorized under Section 3(a) above), modify, adapt, alter, translate, or create derivative works of the Application Service or the Documentation; (ii) rent, lease, loan, sell, distribute, disseminate, disclose, publish, display, transfer or otherwise make available (including on a time share, application service or outsourced basis) the Application Service to any Person (except to Authorized Users in accordance with Section 3(c) below); (iii) reverse engineer, decompile, disassemble, decode or otherwise attempt to discover the source code, architecture, structure, or underlying technology of the Application Service; (iv) use the Application Service or the

Documentation for purposes of (A) engaging in any activities in violation of applicable laws, rules or regulations or (B) competitive or benchmarking analysis or for development of a competing product, service or other offering; (v) gain unauthorized access to, interfere with, damage or disrupt any portions of the Application Service (including any servers, databases or accounts), or attempt to do any of the foregoing; (vi) introduce into the Application Service any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, or (vii) use the Application Service in any manner that could disable, overburden, damage, or impair the Application Service or interfere with the authorized use of the Application Service by others.

c. Authorized Users and Subscription Limitations. The license grant in Section 3(a) above is limited to access and use of the Application Service by (i) Authorized Staff on behalf of Customer and (ii) Authorized Members/Contacts, in each case, for the Permitted Use, and further subject to the usage limitations identified in the Order Form or the Subscription Package Terms for the particular subscription package purchased. Customer acknowledges and agrees that, depending on the subscription package purchased or Application Service subscribed to by Customer and/or the category of Authorized User (x) Authorized Users may have different access and usage rights to the Application Service and (y) Customer's use of the Application Service may be subject to usage limitations. Customer is responsible for all activities that occur as a result of the use of log-in credentials issued to or adopted by Authorized Users. Customer shall ensure that its Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Application Service and Documentation and agrees that Customer will be responsible for any non-compliance. GrowthZone shall have the right (but not the obligation) to monitor use of the Application Service to confirm Customer's compliance with the terms of this Agreement.

d. Rights Reserved. All rights in and to the Application Service and Documentation not expressly licensed to Customer in this Agreement are reserved by GrowthZone and its licensors. For the avoidance of doubt, a violation or breach of any of the provisions of this Section 3 shall constitute a material breach of this Agreement.

4. Ownership of Application Service and Documentation. Customer acknowledges that the Application Service and Documentation are licensed and not sold to Customer. Customer is not being provided with any source or object code of any software constituting a part of the Application Service (or rights to receive or copy any of the foregoing) under this Agreement. Except for the limited licenses expressly granted to Customer in Sections 3(a) above, nothing in this Agreement will be construed, either by implication, estoppel, or otherwise, as a grant to Customer of any right, title, license, or interest in the Application Service or Documentation (including any Intellectual Property Rights with respect to any of the foregoing). GrowthZone and/or its licensors shall retain exclusive ownership and title (including all Intellectual Property Rights) in and to the Application Service and Documentation. Anything to the contrary notwithstanding, to the extent that Customer (including any Authorized User) provides to GrowthZone any suggestions, recommendations, or other feedback relating to any modifications, corrections, improvements, updates or enhancements to the Application Service and/or other GrowthZone offerings (whether current or proposed), Customer hereby grants to GrowthZone a non-exclusive, irrevocable, worldwide, perpetual, fully transferable and sublicensable (through multiple tiers), royalty-free right and license to use and otherwise exploit the same without restriction.

5. U.S. Government Restricted Rights. If Customer is a U.S. government entity or a contractor to any U.S. government entity, or the Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that the Application Service constitutes software and documentation provided as "commercial items" under 48 C.F.R. 2.101, developed solely at private expense, and is being licensed and made accessible as "commercial computer software" subject to the terms, conditions and restrictions set forth in this Agreement and the restricted rights described in 48 C.F.R. 2.101 and 12.212.

6. Customer Data and Customer Materials.

a. Customer Obligations. Customer represents and warrants that: (i) Customer has obtained all necessary rights and consents in and with respect to the Customer Data and Customer Materials (A) to use the Customer Data and Customer Materials in connection with the Services (including the right to permit its Authorized Users to use the Customer Data), and (B) to grant GrowthZone the rights to use the Customer Data and the Customer Materials as set forth in this Agreement; and (ii) the Customer Data and the Customer Materials (including the use thereof pursuant to the rights granted under this Agreement) do not violate, misappropriate or infringe the Intellectual Property Rights of any Person or any applicable laws, rules or regulations. Customer shall include a link to Customer's privacy policy on each Customer Website, and on any portal through which Authorized Users are permitted to access the Applicable Service, providing notice to users that any Data uploaded, submitted, transmitted or otherwise provided by users to such Website or the Application Service is provided to Customer and is subject to Customer's privacy policy.

b. Customer Ownership; GrowthZone Rights of Use. As between the parties, Customer shall retain all of its ownership rights in the Customer Data and Customer Materials (including all Intellectual Property Rights with respect thereto). Customer hereby grants to GrowthZone a non-exclusive, worldwide, fully transferable and sublicensable (through multiple tiers), royalty-free right and license to reproduce, display, distribute, modify, and otherwise use the Customer Data and Customer Materials for the purposes of providing the Services and otherwise performing under this Agreement, including by providing access to and use of Customer Data to (i) an Authorized Member/Contact through its use of the Application Service and (ii) Third Party Services pursuant to Section 8(b) below. Furthermore, if GrowthZone receives a judicial or other governmental order requesting disclosure of Customer Data, then GrowthZone shall be permitted to disclose the Customer Data pursuant to such order, so long as (x) GrowthZone first gives given prompt written notice to Customer of the same (to the extent not prohibited by applicable law), and (y) GrowthZone reasonably

cooperates with Customer's efforts to prevent or limit any such disclosure. GrowthZone will maintain administrative, physical, and technical safeguards designed to protect the security and integrity of the Customer Data from unauthorized access.

7. Other Services.

a. Support Services. GrowthZone will provide the following support services for the Application Service (collectively, the "Support Services") during the Service Period: (i) provide GrowthZone's standard technical support via telephone, email and/or any other communications channels offered by GrowthZone (e.g., live chat features) (depending on the particular support package included in the Application Service package subscribed to by Customer) during its standard support hours; (ii) provide access to GrowthZone's online library of technical support information, FAQs and other related Documentation that GrowthZone makes generally available to its supported users of the Application Service; (iii) use reasonable efforts to resolve errors reported by Customer; (iv) provide Customer with any fixes, workarounds or other solutions developed by GrowthZone to address any error reported by Customer, including, to the extent applicable, any specific Updates developed by GrowthZone to address such error; and (v) provide Customer with all Updates. Customer agrees that any Updates will be implemented in order to ensure that Customer's version of the Application Service does not become a legacy unsupported version of the Application Service. For purposes of this Section, an "error" means a verifiable and reproducible failure of the Application Service to conform, in all material respects, with the specifications set forth in the Documentation.

b. Website Design Services; Website Materials.

i. If the Order Form identifies any website design, programming and/or development services to be provided by GrowthZone (collectively, the "Website Design Services") with respect to Customer's website (the "Website"), GrowthZone will provide the Website Design Services subject to and in accordance with this Agreement. The website design deliverables and Data (including design themes, templates or forms) to be provided by GrowthZone as part of the Website Design Services (the "Website Materials"), and any applicable specifications for the Website, will be set forth in the Order Form. For the avoidance of doubt, the Website Materials do not include any Customer Materials. Any Customer requests for additions, modifications, or other changes to the specifications, or scope of work to be performed by GrowthZone, will require a written change order mutually agreed upon by the parties and may result in additional Fees.

ii. Subject to and conditioned upon Customer's payment of the Fees for the Website Design Services and the Website Hosting Services in accordance with this Agreement, GrowthZone grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Service Period for the Website Hosting Services, to reproduce, execute and display the Website Materials as incorporated into the Website. All rights in and to the Website Materials not expressly licensed to Customer in this Agreement are reserved by GrowthZone and its licensors. For the avoidance of doubt, a violation or breach of any of the provisions of this Section 7(b)(ii) shall constitute a material breach of this Agreement.

c. Website Hosting Services. If the Order Form identifies any website hosting services to be provided by GrowthZone with respect to the Website (collectively, the "Website Hosting Services"), GrowthZone will perform the Website Hosting Services subject to and in accordance with this Agreement. Any applicable specifications for the Website Hosting Services will be set forth in the Order Form. Any Customer requests for additions, modifications, or other changes to the specifications, or scope of work to be performed by GrowthZone, will require a written change order mutually agreed upon by the parties and may result in additional Fees. Except to the extent otherwise set forth in the Order Form, Customer shall be solely responsible for providing, updating, uploading and maintaining the Website and any and all Customer Materials on, within, displayed, linked or transmitted to, from or through the Website.

d. Managed Services. "Managed Services" means, in each instance, those services provided by GrowthZone to Customer, pursuant to an Order Form, including without limitation, implementation, integration, configuration, training, consulting and any other professional service(s) outsourced to GrowthZone by Customer. The parties may but are under no obligation to enter into one or more Statement of Works for Managed Services to be performed by GrowthZone. A "Statement of Work" means one or more documents for purchases of Managed Services that outline the scope of work, that are executed by Customer and GrowthZone, from time to time. Each Statement of Work shall contain, at a minimum, the following information: (i) the scope of the Managed Services to be provided; (ii) responsibilities and dependencies of each party; (iii) agreed upon Work Product and specific deliverables, if any; and (iv) signatures of authorized representatives of both parties. Statements of Works are incorporated into these Terms of Service by reference.

e. GrowthZone Personnel. GrowthZone shall be responsible for securing, managing scheduling, coordinating and supervising GrowthZone personnel, including its subcontractors, performing the Other Services. GrowthZone may designate a GrowthZone project manager who will be responsible for coordinating GrowthZone's provision of Other Services. GrowthZone shall have the right to remove or replace any personnel providing Other Services with similarly skilled personnel. If key personnel are requested, GrowthZone shall provide reasonable notice to Customer of any change in personnel providing Other Services. GrowthZone, may, in its sole discretion, subcontract or delegate any work under any Order Form to any third party without Customer's prior written consent, provided that GrowthZone shall remain responsible for the performance, acts and omissions of any such subcontractors. Customer may request that GrowthZone remove or replace GrowthZone personnel solely for reasons that are not unlawful, including if Customer believes, in Customer's reasonable discretion, that such personnel's involvement is inappropriate, unsafe or detrimental to the delivery of the Other Services. In the event such a request is made, any project timelines shall automatically extend by the amount of time required to replace said personnel and assimilate them into the project.

f. Customer Cooperation. In connection with the performance of the Other Services, Customer shall provide GrowthZone personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable GrowthZone to provide the Other Services under and in accordance with the terms and conditions of this Agreement.

g. Work Product. "Work Product" means any expression of the GrowthZone's findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, derivatives, improvements, modifications, interfaces, software, and other technical information resulting from the performance of Other Services or any other services performed for the benefit of Customer. Unless otherwise specified in the applicable Order Form, all Work Product created under these Terms, including all Intellectual Property Rights related thereto, is owned by GrowthZone. Regarding Work Product created pursuant to an Order Form and these Terms, that is owned by GrowthZone, and is made available to Customer to enable Customer's use of the Other Services pursuant to these Terms, GrowthZone hereby grants Customer a worldwide, non-exclusive, non-transferrable, non-sublicensable right and license to use the Work Product, solely in connection with Customer's use of the Service. Unless otherwise specified in the applicable Order Form, to the extent Customer acquires any rights in the Work Product, Customer hereby assigns such rights to GrowthZone. Customer shall give GrowthZone all reasonable assistance and execute all documents necessary to assist or enable GrowthZone to perfect, preserve, register and/or record such assignment and GrowthZone's rights in any Work Product. For sake of clarity, the fact that Customer uses the Other Service in any particular manner or configuration is Customer's Confidential Information. However, Customer acknowledges that it does not receive any exclusive right under these Terms to use the Other Services in any particular manner or configuration, and that GrowthZone reserves any Intellectual Property Rights that are embodied by or practiced by the use of the Other Services in a particular manner or configuration. For example, no exclusive rights are granted, and the GrowthZone reserves any Intellectual Property Rights in, any methodologies, data models, workflow, reports, or interfaces that are practiced or embodied by implementing the Other Services.

8. Third Party Services.

a. Generally. GrowthZone may from time to time recommend, or enable integration with or access to via the Application Service, third-party products, services or offerings ("Third Party Services"). In some instances, GrowthZone may receive a revenue share or other compensation from Third Party Providers with respect to Third Party Services. Third Party Services are not part of the Services. Any access enabled via the Application Service to such Third Party Services is done only as a convenience to Customer, and Customer's (including any Authorized User's) purchase, access or use of any such Third Party Services is solely between Customer and the applicable Third Party Services provider ("Third Party Provider"). Customer acknowledges and agrees that Customer's (including any Authorized User's) purchase, access to and use of any Third Party Services is subject to and governed by the applicable Third Party Provider's terms and conditions (including any privacy policies) with respect to the Third Party Services and Customer agrees to be bound by such terms and conditions. Any use by Customer (including Authorized Users) of Third Party Services is entirely at Customer's own risk and discretion. GrowthZone does not provide any warranties or make representations to Customer with respect to Third Party Services. Customer acknowledges and agrees that GrowthZone has no control over Third Party Services and will not be responsible or liable to Customer or anyone else for such Third Party Services. The availability of Third Party Services, or the integration or enabling of access to such Third Party Services via the Application Service, does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with GrowthZone. GrowthZone does not guarantee the availability of Third Party Services. GrowthZone may discontinue any integration with or access to any Third Party Services via the Application Service at any time in its sole discretion, with or without notice and without liability.

b. Data Exchange with Third Party Services. If Customer installs or enables a Third Party Service for use with the Application Service, Customer grants GrowthZone permission to allow the applicable Third Party Provider to access Customer Data and to take any other actions as required for the interoperation of the Third Party Service with the Application Service, and any exchange of Data or other interaction between Customer (including any Authorized User) and the Third Party Provider is solely between Customer and such Third Party Provider. GrowthZone is not responsible for any disclosure, modification or deletion of such Data, or for any losses or damages, as a result of such access by a Third Party Service or a Third Party Provider.

c. Payment Processing Services. As a convenience to Customer, GrowthZone may enable integration or access to one or more third party payment processing services ("Payment Processing Services") via the Application Service, including the Payment Processing Services branded as *GrowthZone Pay* and/or *GZPay*. If Customer desires to purchase, access or use any Payment Processing Services, Customer will enter into a separate agreement with the applicable Payment Processing Services provider (the "Third Party Processor") governing the use and provision of such Payment Processing Services (the "Processor Agreement"). Customer will comply with, and cause its Authorized Users to comply with, the terms and conditions of the Processor Agreement. GrowthZone is not a party to the Processor Agreement, and is not responsible or liable for the Payment Processing Services or the Third Party Processor's performance under the Processor Agreement. For the avoidance of doubt, all Payment Processing Services are Third Party Services.

9. Hardware and System Requirements. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to access and/or use the Application Service, including any and all computers and internet access services.

10. Fees and Payments.

a. Fees. Customer will pay to GrowthZone fees based on the rates and charges as set forth in the Order Form and, for purposes of Section 10(b)(i) below, the Subscription Package Terms ("Fees"). The recurring Fees for the Application Service, Website Hosting Services or any other subscription-based Services ("Subscription Fees") will be assessed on the billing cycle basis as indicated on the Order Form.

b. Fee Adjustments.

i. Customer agrees that, if, at any time during the Service Period, Customer exceeds the usage limitations set forth in the Order or the Subscription Package Terms that are associated with the then-current subscription package purchased for the Application Service, then GrowthZone shall have the right, exercisable by providing written notice (which may be via electronic notice through the Application Service or email) to Customer, to (A) immediately upgrade Customer to one or more add-on usage packages (as set forth in the Subscription Package Terms) as sufficient to allow for Customer's usage (as calculated at the time of upgrade) and (B) thereafter assess to Customer, in addition to the Subscription Fees for the original subscription package purchased for the Application Service, the Subscription Fees associated with such add-on usage package(s) as set forth in the Subscription Package Terms (provided, that, with respect to the Subscription Fees associated with such add-on usage package(s) that are due for the remainder of the then-current Initial Subscription Period or Renewal Subscription Period (as applicable) at the time of upgrade, such Subscription Fees will be assessed on a pro-rata basis for such period), and the Order Form shall be deemed amended to include such add-on usage package(es) and associated rates/charges.

ii. Anything to the contrary notwithstanding, GrowthZone may revise the rates/charges applicable to any Renewal Subscription Period by providing written notice (which may be via electronic notice through the Application Service or email) to Customer of the revised rates/charges at least thirty (30) days prior to the commencement date of such Renewal Subscription Period (and the Order Form shall be deemed amended to include such revised rates/charges).

c. Expenses. Customer will reimburse GrowthZone for any expenses incurred by GrowthZone that are specified for reimbursement in the Order Form or otherwise approved in writing (which may be via email) by Customer. GrowthZone will provide reasonable supporting documentation with respect to any requests for such expense reimbursements.

d. Invoicing; Payment Terms. Subscription Fees for the initial billing cycle of the Service Period for a subscription-based Service are due and payable in advance on the thirtieth (30th) day following the effective date of the Order Form, unless a different subscription commencement date for such subscription-based Service is stated on the Order Form (the applicable date, the "Subscription Commencement Date"). Subscription Fees for each subsequent billing cycle of the Service Period are due and payable in advance on the first day of each such period. GrowthZone will deliver an invoice (which may be via email or other electronic notice) to Customer for Subscription Fees prior to the applicable due date. Fees for setup services relating to the Application Service will be invoiced on or around the effective date of the Order Form and are due and payable in advance on the invoice date. Any other Fees (including any Fees assessed with respect to an upgraded add-on usage package pursuant to Section 10(b)(i) above) or reimbursable expenses will be invoiced as incurred and are due and payable on the invoice date. Customer will pay all Fees and reimbursable expenses on the applicable due date, without deduction or set-off. Except as otherwise expressly provided in this Agreement, all amounts are payable in U.S. Dollars and are non-refundable. Unless an alternative means of payment is specified in the Order Form or otherwise agreed to in writing by GrowthZone, Customer will pay Fees and reimbursable expenses to GrowthZone via ACH or credit/debit card, and execute and deliver any additional documentation required in order to authorize payment/charges of such amounts. Customer hereby grants permission to GrowthZone to charge all Fees and reimbursable expenses due and owing to the applicable bank/financial account or credit/debit card (including Subscription Fees with respect to renewals of subscriptions) on or after the applicable payment due date(s). Customer represents and warrants that it is the card holder of any credit card or debit card that it provides to GrowthZone for payment(s), or that Customer is duly authorized to provide the consent to use such credit card or debit card as set forth in this Section. Failure of Customer to pay any amounts when due under and in accordance with this Agreement shall constitute a material breach of this Agreement.

e. Taxes. All amounts payable by Customer are exclusive of applicable sales, use, value-added and other taxes assessed on the provision of the products, services and/or offerings provided by GrowthZone under this Agreement, and Customer agrees to pay any such applicable taxes as invoiced by GrowthZone. If Customer asserts a tax exemption with respect to any such taxes, Customer will furnish GrowthZone with a valid tax exemption for each jurisdiction in which it is claiming an exemption. Unless otherwise agreed to by the parties, offerings provided by GrowthZone to Customer under this Agreement are provided and sourced to Customer at the billing address identified on the Order Form.

11. Term and Termination.

a. Term. The term of this Agreement will commence on the effective date of the Order Form and, unless earlier terminated in accordance with this Section, will continue until all Service Periods have expired or terminated (the "Term"). Upon the termination or expiration of a particular Service Period, all other outstanding Services Periods will remain in effect and the terms and conditions of this Agreement will continue in effect with respect to each Service under an outstanding Service Period until its expiration or termination as set forth herein.

b. Termination for Breach. This Agreement may be terminated by a party immediately upon notice to the other party if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days after notice of the breach. For the avoidance of doubt, all then-existing Service Periods will terminate effective upon termination of this Agreement.

c. Termination on Other Grounds. This Agreement may be terminated pursuant to any other specific right of termination expressly granted to a party under Agreement.

d. Effect of Termination. Upon termination or expiration of this Agreement or the expiration of the Service Period for a particular Service (as applicable), (i) all unpaid Fees and other amounts payable to GrowthZone under this Agreement with respect to the applicable Service(s) (including any unpaid Subscription Fees for the remaining portion of the then-current Service Period) shall become immediately due and payable, (ii) the rights and licenses granted to Customer with respect to the applicable Service(s) will terminate automatically, (iii) Customer will immediately cease further use of the Application Service, Documentation, and/or Website Materials (as applicable), and (iv) Customer will delete the Documentation and/or Website Materials (including all copies), as applicable, from Customer's servers, equipment or storage devices, and return to GrowthZone or destroy any other copies in Customer's care, custody or control. Upon GrowthZone's request, Customer will provide GrowthZone with written certification of Customer's compliance with the foregoing obligations.

e. Survival. Anything to the contrary notwithstanding, termination or expiration of this Agreement will not affect any of the parties' respective rights or obligations that (A) are vested pursuant to this Agreement as of the effective date of such termination or expiration (including obligations for payment and remedies for breach of this Agreement) or (B) arise under Sections 4, 10(d), 10(e), 11(e), 12 and 15 through 27 of the Terms of Service, all of which will survive any termination or expiration of this Agreement.

f. Suspension of Use. GrowthZone may (without limitation of any other rights or remedies) suspend access to and use of the Application Service in the event that (i) Customer is delinquent in payment of any amount due to GrowthZone under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (ii) Customer has breached any of the provisions of Section 3 of this Agreement, or (iii) in GrowthZone's reasonable good faith determination, suspension of the Application Service is necessary to avoid or mitigate harm to the security of GrowthZone's systems or data. Any such suspension will not constitute a termination of this Agreement.

12. Confidentiality.

a. Each party (a "Receiving Party") agrees that any and all information (regardless of form or medium) obtained or otherwise received by Receiving Party from, through, by or on behalf of the other party (a "Disclosing Party") during the Term that (i) is conspicuously marked as "proprietary" or "confidential" or similar designation, or (ii) if disclosed orally or visually, is identified by Disclosing Party as "proprietary" or "confidential" or similar designation either through an oral or written statement at the time of such disclosure or through a written statement delivered to Receiving Party within a reasonable period of time (not to exceed ten (10) days) following such disclosure, or (iii) based on the nature of the information, or the manner of its disclosure, should reasonably be considered as confidential, in each case, will be deemed the confidential information of Disclosing Party ("Confidential Information"). Receiving Party will maintain the Confidential Information in confidence and, subject to the terms and conditions of this Section, will not disclose or use any Confidential Information. Receiving Party agrees to use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of like importance, but in no event will Receiving Party use less than reasonable care.

b. Receiving Party may use the Confidential Information only to the limited extent necessary to perform its duties and/or exercise its rights subject to and in accordance with this Agreement, and for no other purpose, commercial or otherwise. Receiving Party may disclose the Confidential Information only to those (i) Receiving Party employees, contractors and representatives, (ii) Disclosing Party employees, contractors and representatives, and (iii) such other Persons approved in writing by Disclosing Party, who need to know the Confidential Information in order to assist Receiving Party in its authorized use of the Confidential Information; *provided*, that, in the case of disclosure to Receiving Party employees, contractors and representatives, such Persons agree to be bound by obligations of confidentiality and nonuse (without further rights of distribution) no less restrictive than those contained herein, and Receiving Party will be jointly and severally liable for any such Person's breach of the foregoing obligations of confidentiality and nonuse.

c. Disclosure or use of any Confidential Information will not be restricted to the extent that: (i) it is or becomes generally available to the public without any breach of this Agreement, (ii) it is known to Receiving Party without restriction prior to the date of disclosure by or on behalf of Disclosing Party hereunder; (iii) Receiving Party rightfully obtains it from a third party who Receiving Party reasonably believes has the right to transfer or disclose it without restriction; or (iv) it is developed independently by Receiving Party without any breach of this Agreement and without any use of the Confidential Information.

d. Further, disclosure of any Confidential Information to any judicial or other governmental entity will not be prohibited to the extent that such disclosure is required by applicable laws, so long as (x) Receiving Party will first have given prompt written notice to Disclosing Party of the same (to the extent not prohibited by applicable law), and (y) Receiving Party reasonably cooperates with Disclosing Party's efforts to prevent or limit any such disclosure.

e. Receiving Party agrees to return to Disclosing Party, or, upon Disclosing Party's prior written approval, to destroy (and to certify to such destruction in writing to Disclosing Party), all information and materials containing or embodying any Confidential Information, within thirty (30) days after demand therefor by Disclosing Party. For the avoidance of doubt, the provisions of this Section shall not be deemed to expand the scope of the rights and licenses granted to Customer under Section 3 above (or reduce any of the restrictions and conditions applicable to such rights and licenses) with respect to the Application Service or Documentation.

13. Compliance with Laws. Each party agrees to comply with all laws, rules and regulations applicable to such party and its performance under this Agreement.

14. Limited Warranty; Remedies. GrowthZone warrants that, during the Service Period, the Application Service will substantially conform, in all material respects, to its specifications set forth in the Documentation. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance due to (A) Customer's failure to permit the installation/implementation of any Update provided by GrowthZone, (B) Customer's negligence, abuse, misapplication or misuse of the Application Service (including Customer's failure to operate the Application Service in accordance with the Documentation), or (C) Customer's use or operation of the Application Service in or with any technology (including any software, hardware, firmware, system or network) not provided by GrowthZone, including the Third Party Services. In the event of a breach of the foregoing warranty for which Customer provides notice to GrowthZone, GrowthZone, at its sole expense, will use reasonable efforts to correct the non-conformance and, if, after thirty (30) days following GrowthZone's receipt of notice of the non-conformance, GrowthZone is unable to correct such non-conformance, then such failure will be deemed a material breach of this Agreement, and Customer may terminate this Agreement pursuant to Section 11(b) and be entitled to a refund of any pre-paid Subscription Fees for the Applicable Service attributable to the period following the effective date of termination (calculated on a pro-rated basis). THE PRECEDING SENTENCE SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND GROWTHZONE'S SOLE AND EXCLUSIVE LIABILITY, FOR THE BREACH OF THE WARRANTY SET FORTH ABOVE IN THIS SECTION 14.

15. Disclaimers. ANYTHING TO THE CONTRARY NOTWITHSTANDING, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 14 ABOVE, GROWTHZONE (INCLUDING, FOR PURPOSES OF THIS SECTION, ITS LICENSORS) DOES NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE APPLICATION SERVICE, THE OTHER SERVICES, ANY OTHER PRODUCTS, SERVICES, OFFERINGS, INFORMATION OR ITEMS PROVIDED, OR TO BE PROVIDED, TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT (COLLECTIVELY, THE "OFFERINGS"), AND THE THIRD PARTY SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. WITHOUT LIMITING THE FOREGOING, GROWTHZONE DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES AND/OR GUARANTEES REGARDING (I) THE USE OF OR THE RESULTS OF THE USE OF THE OFFERINGS OR THE THIRD PARTY SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, AVAILABILITY, SECURITY OR OTHERWISE, OR (II) WHETHER ACCESS TO, OR USE OR OPERATION OF, THE OFFERINGS OR THE THIRD PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. GROWTHZONE IS NOT IN THE BUSINESS OF RENDERING LEGAL, TAX, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE, AND NEITHER GROWTHZONE NOR THE OFFERINGS SHOULD BE RELIED UPON AS SUCH. IF SUCH ADVICE OR EXPERT ASSISTANCE IS REQUIRED BY CUSTOMER, CUSTOMER SHOULD SEEK THE SERVICES OF A COMPETENT LICENSED PROFESSIONAL.

16. Limitation of Liability.

a. IN NO EVENT WILL GROWTHZONE (OR ITS LICENSORS) BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR LOSS OF TIME OR BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OFFERINGS OR THE THIRD PARTY SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER GROWTHZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. ANYTHING TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT WILL THE TOTAL MAXIMUM AGGREGATE LIABILITY OF GROWTHZONE FOR ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OFFERINGS OR THE THIRD PARTY SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID TO GROWTHZONE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF SUCH CLAIM, DAMAGE OR LIABILITY, LESS THE AMOUNT OF ANY CLAIMS, DAMAGES OR LIABILITIES PREVIOUSLY PAID BY OR ON BEHALF OF GROWTHZONE.

17. Indemnity.

a. GrowthZone will indemnify and defend Customer from and against any third party claim that the Application Service or the Website Material infringes, violates or misappropriates the United States intellectual property rights of any other Person; provided, that such indemnification obligations will not extend to any infringement claim to the extent based on (i) any modification to the Application Service or Website Material made by or on behalf of Customer without GrowthZone's written approval, (ii) the combination of the Application Service or Website Material with any technology (including any software, hardware, firmware, system or network) not provided by GrowthZone, including the Third Party Services, (ii) the failure of Customer to implement any Update provided by GrowthZone, (iii) any Customer Data, (iv) any Customer Materials, or (v) Customer's use of the Application Service or Website Material in violation of the terms, conditions and restrictions set forth in this Agreement. If Customer's use of the Application Service or Website Material is, or, in GrowthZone's opinion, is likely to be, enjoined due to any such alleged infringement, then GrowthZone, at its sole option and expense, may, in addition to its indemnification obligations under this Section 17(a), do one or more of the following: (x)

obtain for Customer the right to continue using the alleged infringing item as otherwise provided in this Agreement; (y) replace or modify the alleged infringing item so that it is no longer infringing, and require Customer to implement such replaced or modified item; or (z) terminate this Agreement upon notice to Customer and refund to Customer any pre-paid Subscription Fees for the Application Service or Website Hosting Services (as applicable) attributable to the period following the effective date of termination (calculated on a pro-rated basis).

b. Customer will indemnify and defend GrowthZone from and against any third party claim that arises out of or relates to Customer's breach or violation of Section 3 (Right to Use Application Service and Documentation), Section 6(a) (Customer Obligations), or Section 7(b)(ii) (Website Design Services; Website Materials).

c. In the event of any such indemnifiable claims, the party seeking indemnification (the "Indemnified Party") will notify the party required to provide indemnification (the "Indemnifying Party") of any matter with respect to which the Indemnified Party may seek indemnification from the Indemnifying Party under this Section promptly after the Indemnified Party becomes aware of such matter; provided, however, that any failure to give prompt notice of any such matter will not relieve the Indemnifying Party from any of its liabilities or obligations hereunder with respect to such matter unless (and then only to the extent that) such failure adversely affects the ability of the Indemnifying Party to defend any claim arising out of such matter. The Indemnifying Party will assume the defense and have sole control over the defense of any claim subject to indemnification hereunder, and will pay any amounts awarded in judgment or in settlement against the Indemnified Party with respect to such claim, provided that the Indemnified Party will have the right (i) to participate in the defense with counsel of its own choice and (ii) to approve any settlement or compromise, or any consent to entry of any judgment, with such approval not to be unreasonably withheld or delayed. The fees and expenses of any counsel retained by the Indemnified Party will be at the expense of the Indemnified Party unless the Indemnifying Party has not employed counsel to defend the Indemnified Party within a reasonable time after the Indemnified Party requests the same or fails to continue to do so until the matter is resolved, in which case, the reasonable fees and expenses of such separate counsel (and other costs of litigation) will be paid by the Indemnifying Party. The Indemnifying Party will keep the Indemnified Party reasonably informed as to the status of the Indemnifying Party's efforts and consult with the Indemnified Party concerning same.

18. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS (WHICH CONVENTION SHALL NOT APPLY TO THIS AGREEMENT) AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

19. Jurisdiction; Venue; Waiver of Jury. EACH PARTY IRREVOCABLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED IN MINNEAPOLIS, MINNESOTA, AND THE MINNESOTA STATE DISTRICT COURTS LOCATED IN CROW WING COUNTY, MINNESOTA, AND HEREBY AGREES THAT SUCH COURTS WILL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEPT AS OTHERWISE AGREED BY THE PARTIES OR AS DESCRIBED IN THE ARBITRATION SUBSECTION BELOW. FURTHERMORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20. Equitable Remedies. Customer agrees that its breach of Sections 3, 4, 7(b)(ii), or 12 of this Agreement would cause irreparable harm to GrowthZone for which monetary damages alone would not be an adequate remedy. Accordingly, Customer agrees that, in addition to any other remedies to which GrowthZone may be entitled, in the event of any such breach by Customer, GrowthZone will be entitled to seek equitable relief (including injunctive relief) with respect to such breach in any court of competent jurisdiction (notwithstanding any exclusive venue provisions of this Agreement)

21. Dispute Resolution. Before either party may seek arbitration as provided below, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, the parties may attempt to resolve the claim or dispute informally. If you and GrowthZone do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding as provided below.

22. Arbitration. Customer agrees that GrowthZone may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event GrowthZone elects arbitration, Customer hereby agrees to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through the American Arbitration Association or another established alternative dispute resolution provider (collectively, "ADR") chosen by GrowthZone. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, in which case the location of the arbitration shall be Hennepin County, Minnesota; and (iii) the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief.

23. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

24. Notices. Except to the extent as may be otherwise expressly permitted in this Agreement and for routine electronic communications regarding the Services provided on or through the Application Service, any notice required or permitted under this

Agreement will be in writing, and will be delivered (a) personally by hand, (b) by certified mail, postage prepaid, with return receipt requested, (c) by email, or (d) by internationally recognized express delivery service (e.g., UPS or FedEx), to the parties as follows: if to Customer, at the address(es) indicated in the Order Form; and if to GrowthZone, at 23973 Hazelwood Drive S, Ste 100, Nisswa, MN 56468, Attn: CEO. Notice given will be deemed effective on the date delivered, if by hand, three (3) days following deposit in the U.S. Mail properly addressed, if by mail, or on the date of delivery, if by email or internationally recognized express delivery service. Either party may change the person(s) and/or address(es) designated for notice effective ten (10) days following delivery of notice of such change(s).

25. Assignment. Customer shall not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, in any manner, including by way of merger, exchange, consolidation or combination, or sale of fifty percent (50%) or more of its capital stock or similar ownership interests, or sale of all or substantially all of its assets, without the prior written consent of GrowthZone. Any attempted assignment or transfer of this Agreement by Customer in violation of this Section will be void. GrowthZone may assign and transfer this Agreement, and any of its rights and obligations hereunder, without restriction. Subject to the foregoing, this Agreement will be binding on the parties and their respective successors and assigns.

26. Interpretation. Each instance in this Agreement of the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation." As used in this Agreement, the term "days" means calendar days, not business days, unless otherwise specified. All headings or section divisions contained in this Agreement are for reference purposes only and will not be construed to affect the meaning or interpretation of this Agreement.

27. Force Majeure. GrowthZone will not be liable for any failure or delay in performance resulting from any event beyond its reasonable control, including due to fire, flood, action or decree of civil or military authority, insurrection, act of war, vandalism, terrorism, hackers, denial of service attacks, labor disputes or shortages, material shortages, power outages, failure of internet connections, failure of suppliers, or embargo.

28. Waiver; Amendments. No waiver of any provision of this Agreement will be effective unless made in writing and signed by the party to be charged with such waiver. Except as otherwise expressly provided in this Agreement, this Agreement may only be amended by a written agreement executed by Customer and GrowthZone referencing this Agreement and the provisions hereof to be amended; provided, however, that GrowthZone may amend these Terms of Service at any time by providing notice to Customer on or through the Application Service or such other means of notice permitted under this Agreement, but, except as otherwise provided in this Agreement, such amended Terms of Service will not be effective as to any Service under an Order Form that GrowthZone accepted prior to the date GrowthZone provided notice of the revision until the first day of the next Renewal Subscription Period that follows the effective date of the amendment. Any preprinted legal terms contained on any purchase order, confirmation notice or other similar document delivered by Customer in connection with this Agreement will not serve to amend or modify any provision of this Agreement.

29. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior representations, warranties, understandings or agreements (written or oral) between the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts. Facsimile, electronic or scanned signatures are effective in all respects.