

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is an agreement between Network Solutions, LLC ("Company" or "we") and you ("Customer" or "you") and applies to all professional services purchased by you, including Bundled Services as defined below (collectively, the "Services") in connection with your website hosted by Company (the "Website").

PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING THE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE MASTER SERVICE AGREEMENT, PRIVACY NOTICE AND OTHER APPLICABLE POLICIES LOCATED AT: <https://legal.newfold.com>.

1. TERM AND TERMINATION

A. Term. The initial term of the Services purchased by you will be as set forth in the confirmation email sent to you when you order the Services (the "Initial Term"). If you purchase bundled Services ("Bundled Services"), all Services within the bundle, including website hosting, a Pro Support Subscription ("Pro Support"), and marketing/support Services, are provided and billed on a monthly basis. For bundles that include website design, the website design fees are billed over six (6) monthly installments (the "Website Payment Term"). Upon completion of the Website Payment Term, billing for the website design portion will conclude, while Pro Support and marketing services will continue to renew on a month-to-month basis (each a "Renewal Period") unless you cancel prior to renewal. If you purchase a custom package, the Services will automatically renew for successive periods of equal length as the Initial Term (each a "Renewal Term"). The "Term" of this Agreement shall include the Initial Term and any Renewal Periods and/or Renewal Term. Given the nature of the Services (including, for example, website design and marketing services) and the Customer input required (as further described in Sections 3 and 5 below), we cannot guarantee completion of the website or Services by a specific date; however, we will use commercially reasonable efforts to perform the Services in an efficient and timely manner.

B. Automatic Renewal. To avoid any inadvertent disruption to service, the Services automatically renew. **You acknowledge, agree, and authorize us to automatically bill the applicable Fees (as defined in Section 7) and charge your credit card or other payment method on file in line with the Term outlined in the order confirmation, unless you terminate or cancel the Services prior to such charge.** In the event that the Services you purchase include a Minimum Term, upon completion of the Minimum Term, Pro Support and

marketing services will automatically renew for subsequent Renewal Periods until you cancel.

C. Termination. Subject to Section 7(b) (if applicable), you may terminate or cancel the Services you purchased at any time during the Term by giving Company notice by phone. The cancellation request is subject to Company's verification of account ownership. You are obligated to pay all Fees and charges accrued prior to the effectiveness of any cancellation as well as any applicable early termination fees. Company may terminate this Agreement with immediate effect if Customer: (i) fails to pay any Fees due hereunder; (ii) fails to cooperate with Company or hinders Company's ability to perform the Services; or (iii) breaches the terms of this Agreement. Further, a termination of Customer's underlying hosting account will result in the termination of this Agreement. **If Customer terminates this Agreement prior to the completion of any applicable Minimum Term, Company may charge Customer an early termination fee as described in Section 7 below.**

2. SCOPE OF SERVICES

A. Scope of Work. Company agrees to provide the Services in accordance with the Services descriptions available on the Company's website and the scope outlined in the welcome email sent to you.

B. Changes to Order. If you need to change the scope of website design or marketing services, such changes must be documented in writing and submitted by you through Company's ticketing system ("Change Order"). Company will review such Change Order and the acceptance of any Change Order will be in Company's sole discretion. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

3. CUSTOMER RESPONSIBILITIES

You agree to perform all tasks required and to provide all necessary assistance and cooperation to Company in order to complete the Services in a timely manner. It is solely your responsibility to provide: (i) any assets or materials to be used in the initial build of the Website within two (2) business days of your initial consultation as further detailed in Section 5(B), and (ii) any compatible equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of Company's obligations under this Agreement may depend upon your performance of your obligations, Company is not responsible for any delays due to your failure to perform your obligations in a timely manner.

4. LICENSE GRANT

Solely for purposes of providing the Services, you hereby grant to Company a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute, photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, intellectual property, or material (whether written, graphic, sound, or otherwise) you provide, including without limitation, your logos and trademarks (collectively, "Customer Content"); and (ii) make archival or back-up copies of the Customer Content and the Website. Except for the rights expressly granted above, Company is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with you.

5. WEBSITE DESIGN

A. Design Specifications. Website design services shall be provided in substantial conformity with reasonable specifications provided by you to Company and within the scope of work provided by Company to you in the purchase confirmation email.

B. Content Delivery. You must provide Company with the complete Customer Content for all web pages of the Website within two business (2) days following the date of your onboarding call with our Professional Services team. If you do not submit complete Customer Content by the deadline, Company will use content licensed from third parties to build your Website. Further changes to the Website may be made in accordance with the revision process described in Section 5(D) below.

C. Launch Phase. Upon Company's completion of the initial design of the Website, we will contact you to review your website design and obtain your approval to launch the Website. If you are not ready to launch the Website, we will provide you with instructions to launch the Website when you are ready.

D. Revision Process. After Company's completion of the initial design of the Website, you may submit requests to make revisions to the Website. Revisions will only be made to web pages designed by the Company during the Term.

E. Accessibility of Website During Construction. The Website will be accessible to you through your hosting account file manager during construction. However, you should not make any changes to the prototype during the construction phase unless instructed to do so by us. Altering files during website construction may cause delays in the completion of the Website.

F. Copyright to Website. You acknowledge, understand and agree that Company may use third party products and services to design and develop the Website, including, for example, server-side applications, clip art, "back-end" applications, music, stock images, or other licensed copyrighted work (collectively, "Third Party Assets"). You further acknowledge,

understand and agree that any Third Party Assets used to design and develop the Website are owned by Company or its licensors and cannot be transferred to you, and are hereby expressly not transferred to you. As between Company and you, all Third Party Assets shall remain the property of Company or its licensors. You are prohibited from removing any metadata from any Third Party Assets and from using any Third Party Assets on a stand-alone basis separate from the Website. Third Party Assets may also be used in the design and development of websites for other Company customers. Company and its licensors expressly retain the right to display graphics and other web design elements of the Website as examples of their work in their respective portfolios.

G. Prohibited Content. In addition to the terms of Company's Acceptable Use Policy, the following content and activity, as determined by Company in its sole discretion, is prohibited on Company's web servers and Company will not knowingly include any of the following in the Website or in Customer's directory: (i) text, graphics, sound, or animations that might be viewed as obscene or illegal; (ii) links to other websites that might be viewed as obscene or related in any way to illegal activities; or (iii) destructive elements or destructive programming of any type.

H. Pro Support. The Bundled Services may include Pro Support. If you purchase Pro Support, the Company will make changes to the Website during the Term of such Pro Support. Pro Support covers any design revisions (as described in Section 5(D) above), and general support for assets created solely by the Company.

I. Unsupported Website Maintenance. The customer is solely responsible for maintaining all aspects of the Website if Pro Support is canceled. Any changes to the Website requested by Customer outside the scope of the Services set forth in this Agreement, the onboarding call, or any Change Order, are solely the Customer's responsibility.

6. MARKETING SERVICES

A. Services. Depending on the Services you purchase, Company may provide one or more of the marketing services described below.

i. Business Directory Services. Company may provide Professional Business Directory set up and access to a self-managed Business Directory tool to help you manage your business listings across various search engines and social media platforms pursuant to the terms of your purchase. In connection with Company's provision of the Business Directory services, you are required to maintain a Business Directory account during the Term and you authorize Company to update directory listings for business name, address, phone number, hours of operation and other business-specific information required for the Business Directory services. Once a

directory listing is updated with the information from your Business Directory profile, you authorize Company to take commercially reasonable measures to prevent the information in your listings from being overwritten by a third party during the Term. Please note that upon the termination or expiration of the Term, Company will no longer have access to update your business information and your directory information may be overwritten at any time.

ii. SEO Services. In connection with Company's provision of search engine optimization services ("SEO Services"), you authorize Company to perform services such as building backlinks through local citations and/or performing on-page updates to your website to influence the ranking of the Website on certain search engines. SEO Services are intended to obtain preferential positioning for the Website in selected search engines.

iii. Pay Per Click Services. In connection with Company's provision of pay per click services ("PPC Services"), you authorize Company to use relevant keywords and/or phrases for positioning the contents of the Website in Google's ad network. PPC Services are intended to obtain preferential positioning for the Website in search engine results.

v. Reporting. To the extent reporting is available, Customer can log into their Account Manager to access such reports.

B. Customer Acknowledgements. You understand, acknowledge and agree that:

i. Company has no control over the policies of search engines or directories with respect to the type of websites and/or content that they accept now or in the future. The Website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Company will resubmit those web pages that have been dropped from the index but cannot guarantee that they will be accepted by the search engine.

ii. Some search engines and directories may take two (2) to four (4) months or longer after submission to list the Website. Certain search engines and directories may stop accepting submissions for an indefinite period of time. Certain search engines and directories may drop listings for no apparent or predictable reason. Often a listing will "reappear" without any additional submissions.

iii. In the event that you have purchased both website design and marketing services from Company, the marketing services will not commence until the website design portion of the Services is completed with the Website launch.

C. Website Changes. Company is not responsible for any Website changes not made by Company that adversely affect the search engine or directory rankings of the Website.

D. Additional Marketing Services. Additional marketing services may be provided by Company for an additional cost, including for example, new SEO copy, blog posts and additional backlink building.

7. FEES

A. Fees. The fees for the Services shall be presented to you at the time of your purchase and also set forth in the order confirmation email (the "Fees").

B. Early Termination Fee. If you terminate this Agreement prior to the completion of any applicable Minimum Term, Company may charge you an early termination fee in an amount equal to the Fees due for the number of whole months remaining in the Minimum Term at the time of termination (the "Early Termination Fee").

C. Project Abandonment. If after repeated attempts to begin, continue, or finalize the website design or marketing Services, you fail to participate, or become otherwise unresponsive to Company's requests for a period of two (2) months or longer, the project may be considered abandoned and no refunds of any kind will be provided.

D. Hosting Payments. You must maintain the hosting account(s) connected with the Website in good standing. Any delays by Company in delivering the Services will not be a reason to delay payment for hosting services. If your hosting account becomes past-due, Company may delay or suspend the Services until the account is in good standing. Failure to pay for hosting services may also result in cancellation of the Services without a refund.

E. Automatic Renewals. By purchasing the Services, you agree to allow Company to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select in your initial purchase. The Fees will automatically be re-billed up to twenty (20) days prior to the payment date for each Renewal Term unless you cancel. Subject to Section 7(b), you may cancel the Services you purchased at any time during the Term by giving Company notice by phone.

F. Refunds. Unless otherwise specifically stated in this Agreement, the Fees for the Services are nonrefundable. In the event that Company terminates this Agreement, you shall receive a prorated refund of any prepaid Fees for the then current Term, provided that such termination is not a result of your breach of this Agreement or Company's terms of service.

8. REPRESENTATIONS AND WARRANTIES

A. Company Representations and Warranties. Company represents and warrants that the Services will be provided consistent in all material respects with the applicable Services descriptions available on the Company's website. Your sole and exclusive remedy, and Company's sole obligation, for breach of the foregoing warranty shall be for Company, at its option, to re-perform the defective Services at no additional cost to you. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Company's reasonable control; (b) that resulted from any actions or inactions of Customer or any third parties; or (c) that resulted from Customer's equipment or any third-party equipment not within Company's sole control.

B. Disclaimer. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

C. Customer Representations and Warranties. You represent and warrant that any Customer Content that you provide to Company for inclusion in the Website or use of the Services is owned by you, or you have permission from the rightful owner to use such intellectual property, and you will hold harmless, protect, and defend Company and its subcontractors from any claim or suit arising from Company's use of the Customer Content as set forth this Agreement.

9. COMPLIANCE WITH LAWS

You agree that you are solely responsible for complying with all applicable laws, taxes, and tariffs in connection with your use of the Services and the Website, including without limitation those affecting Internet electronic commerce, and will hold harmless, protect, and defend Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from your use of the Services or the Website.

10. LIMITATION OF LIABILITY

A. IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM ANY INTERRUPTION OF SERVICES, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE FEES YOU PAID TO COMPANY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

11. FORCE MAJEURE

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

12. RELATIONSHIP OF PARTIES

Company and Customer are independent contractors and nothing contained in this Agreement places Company and Customer in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

13. ASSIGNMENT

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign this Agreement and Company's rights and obligations hereunder, and Company may engage subcontractors or agents in performing its duties and exercising its rights hereunder,

without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. WAIVER

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

15. MODIFICATION BY COMPANY

A. Modification of Services. Company reserves the right to modify, change, or discontinue any aspect of the Services at any time, provided that you will be notified in advance of any material change and given the opportunity to cancel without penalty in the event you do not agree to such change.

B. Modification of Agreement. Company may in its sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Company website for at least thirty (30) days after the changes are posted and will indicate on this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page, together with any options you may have to accept or reject such changes where required by law or as otherwise made available. If no effective date for the changes is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement or any changes made to this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your Services.

16. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

17. ENTIRE AGREEMENT

This Agreement, including documents incorporated herein by reference, constitutes the entire understanding of the parties in connection with the Services, and revokes and

supersedes all prior agreements between the parties with respect to the matters covered hereby.

This file was last modified: November 12, 2025