

## Web.com Premium Services Subscription Agreement

For the services (the "Services") provided pursuant to this Web.com Premium Services Subscription Agreement (the "Subscription Agreement") along with the Master Services Agreement located at [www.legal.web.com](http://www.legal.web.com) (the "Master Services Agreement"), the Order Confirmation and any Change Order, the following additional terms and conditions apply (collectively, the "Agreement").

The Service is provided by Web.com Group, Inc., or its designated subsidiaries ("us", "we" or "Web.com") to you ("you", "your" or "Customer") under the terms and conditions of this Agreement, which may be updated from time to time. This Agreement becomes effective on the date the "ACCEPT" button on the Order Confirmation is clicked (the "Effective Date"). To the extent there is any conflict between the terms of the Subscription Agreement and the Master Services Agreement, the terms of this Subscription Agreement shall supersede those in the Master Services Agreement. Capitalized terms used (a) in the Order Confirmation or Change Order but not defined therein have the meaning set forth in these terms and conditions and (b) in these terms and conditions but not defined in the sentence within which the term is used have the meanings set forth in the Order Confirmation, the Change Order or the Subscription Agreement below.

**1. The Services.** Subject to the terms of this Agreement, Web.com hereby grants you a limited, non-transferable, non-exclusive, revocable right and license for the term of this Agreement to obtain access to the Services for your own internal business purposes. All rights not expressly granted to the Customer are reserved by Web.com and its third-party licensors or suppliers (collectively, the "Licensors").

**A. *Web.com Ads Service.*** The terms of this paragraph apply only if Customer has subscribed to the Web.com Ads Service. The Ads Service is a managed service. Web.com will create Ads based on the Content, and will distribute the Ads through the Web.com Distribution Network. Web.com determines the Go-Live Date of the Web.com Ads Service. The Monthly Web.com Ads Advertising Budget will be used as a result of clicks, calls or other placement or advertising services in connection with distribution of Ads through the Web.com Distribution Network. In any monthly billing cycle, Web.com may use up to 110% of the Web.com Ads Advertising Budget. Any negative balance of the Monthly Web.com Ads Advertising Budget at the end of the last month of the Web.com Ads Service is due at that time.

**B. *Web.com Marketing Essentials (TM) Service.*** The terms of this paragraph apply only if Customer has subscribed to the Web.com Marketing Essentials Service. The Web.com Marketing Essentials Service includes the application of search engine optimization tactics and the availability of features designed to achieve a higher ranking for Customer's Leadsite in search engine results. Web.com Marketing Essentials Service may also include features that enable Customer to: (1) solicit and distribute customer reviews, (2) engage in email marketing, (3) create and syndicate offers, (4) distribute certain Content to select social media sites and (5) upload photos to Customer's Leadsite and select social media sites. Web.com determines the Go-Live Date of the Web.com Marketing Essentials Service. Customer acknowledges that search results and search engine rankings are influenced by several factors, and Web.com does not guarantee any particular placement, position or rank in any search results.

*Lead Stream Ads Service.* The terms of this paragraph apply only if Customer has subscribed to the Lead Stream Ads Service. The Lead Stream Ads Service is a managed service. Web.com will create Ads based on the Content, and will distribute the Ads through the Web.com Distribution Network. Web.com determines the Go-Live Date of the Lead Stream Ads Service. The Monthly Lead Stream Ads Advertising Budget will be used as a result of clicks, calls or other placement or advertising services in connection with distribution of Ads through the Web.com Distribution Network. In any monthly billing cycle, Web.com may use up to 110% of the Monthly Lead Stream Ads Advertising Budget at the end of the last month of the Lead Stream Ads Service is due at that time. Lead Stream is an online advertising service that provides tools for Customers to communicate with End Consumers through certain features of the Web.com Marketing Essentials Service. Customer is solely responsible for ensuring that the End Consumer, who is the recipient of any communications pursuant to the Services under this Agreement, has provided prior express written consent to receive Lead Stream Services, including communications from Web.com on

behalf of Customer to End Consumer and/or communications directly from Customer to End Consumer by telephone, email, and/or text message. Customer will require End Consumers to acknowledge that they have reviewed any applicable privacy policy. Customer is responsible for informing Web.com about any End Consumers who do not consent to use Lead Stream Services and do not want to receive any further communications. Customer is responsible for maintaining End Consumer's consent as required by applicable Federal and State laws, including but not limited to the Telephone Protection Consumer Act ("TCPA").

- C. *Lead Stream Platform Service.* The terms of this paragraph apply only if Customer has subscribed to the Lead Stream Platform Service. The Lead Stream Platform Service includes the application of search engine optimization tactics and the availability of features designed to achieve a higher ranking for Customer's Leadsite in search engine results. Lead Stream Platform Service may also include features that enable Customer to: (1) solicit and distribute customer reviews; (2) engage in email marketing; (3) create and syndicate offers; (4) distribute certain Content to select social media sites; and (5) upload photos to Customer's Leadsite and select social media sites. Web.com determines the Go-Live Date of the Lead Stream Platform Service. Customer acknowledges that search results and search engine rankings are influenced by several factors, and Web.com does not guarantee any particular placement, position or rank in any search results.
- D. *Lighthouse 360 Service.* The terms of this paragraph apply only if Customer has subscribed to the Lighthouse 360 Service. For Customers that provide services to customers, clients or patients (the "End Consumer") at Customer's physical location, the Lighthouse 360 Service is a business practice automation service that automates certain daily routines, provides retention marketing tools, and may include certain features of the Web.com Marketing Essentials Service. For Customers that provide services to End Consumers at the End Consumer's physical location (i.e., in the field), the Lighthouse 360 Service is a field service management service that provides tools for job management, including scheduling, job assignment and invoicing, and may include certain features of the Web.com Marketing Essentials Service. Customer is solely responsible for ensuring that the End Consumer, who is the recipient of any communications pursuant to this Service, has provided prior express written consent to receive Lighthouse 360 Services, including communications from Lighthouse 360 on behalf of Customer to End Consumer by telephone, email, or text message. Customer will require End Consumers to acknowledge that they have reviewed Lighthouse 360's privacy policy. Customer is responsible for informing Lighthouse 360 about any End Consumers who do not consent to use Lighthouse 360 Services. Customer is responsible for maintaining End Consumer's consent as required by applicable Federal and State laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Telephone Protection Consumer Act ("TCPA").
- E. *Web Service.* The terms of this paragraph apply only if the Services include a Leadsite, previously referred to as an "adverSite". Web.com will place your information on a website owned and operated by us (the "Leadsite") so that it appears that the Leadsite is owned and operated by you. The Leadsite will be either a template website (the Welcome Email will include the detailed feature list) or, in limited circumstances, a Mirror Site. Web.com hosts and maintains each Leadsite and registers and administers the Leadsite URL. If Customer desires to use a Vanity Domain, Customer agrees to pay an additional Vanity Domain fee of \$199. If Customer has purchased the Marketing Essentials Service, Lead Stream Platform Service or Lighthouse 360 Service, a fee for the Web Service is included in the monthly recurring fee for such Service. If Customer terminates the applicable Service that includes the Web Service fee and continues to maintain any other Service, Customer acknowledges that it will be charged, and hereby agrees to pay, the monthly recurring fee for the Web Service at the then-prevailing rate.
- F. *Lead Tracking.* Web.com will provide the temporary use of telephone number(s) that are used to track telephone leads generated by the Services. Web.com may block calls that it reasonably believes are not legitimate leads (i.e., solicitation calls).
- G. *Mobile Application.* Web.com may make available software that allows access to certain Services through a mobile device (a "Mobile Application"). To use a Mobile Application, you must have a mobile device that is compatible with the Mobile Application. You acknowledge that Web.com may from time to time issue upgraded versions of any Mobile Application and may automatically

electronically upgrade the version of any Mobile Application. Standard carrier data charges may apply to your use of a Mobile Application.

**2. Payment.** In the event that you prepay for several months, you authorize us to charge that amount on the Effective Date. The amount set forth on the Order Confirmation as the "Initial Charge" is due on the Effective Date. Except as expressly set forth herein, amounts due will be automatically charged, in advance, and are not refundable. For the Lighthouse 360 Service, the monthly fee for consumables (e.g., postcards) will be charged in arrears based on usage. Monthly recurring fees will not change during a Commitment Period. To the extent Web.com plans to change monthly recurring fees effective in a subsequent Commitment Period, Web.com will provide Customer with at least sixty (60) days' prior written notice of any change to the monthly recurring fees, and Customer's continued usage of the Services after such 60-day notice period will be deemed acceptance by Customer of the change in fees.

**3. Licenses and Ownership.** Customer hereby grants Web.com and its designees a non-exclusive, irrevocable (during the Term), worldwide, transferable, sublicensable right and license, in connection with the Services, to (a) use, reproduce, mirror, distribute, modify, perform and display the Ads and Customer Content (or any portions thereof), (b) use Customer's name and logo, (c) distribute the Ads and Customer Content to the Web.com Distribution Network, (d) list, represent, register or establish accounts or keywords and (e) manage directory (including Google+ Local) listings. As between Web.com and Customer, (i) Customer owns the Customer Content and (ii) Web.com owns any Content (other than the Customer Content), templates, data or technology, including all related intellectual property rights, in and to the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Services. We reserve the sole right and ownership to the Leadsite (other than your Customer Content), the URL at which the Leadsite may be found (unless you have purchased a Vanity Domain), and the telephone numbers listed on the Leadsite. If Customer has purchased a Vanity Domain or pays a fee of \$199 and desires to continue to use the Leadsite after termination of this Agreement and has paid all amounts due to Web.com, then Web.com will authorize the transfer of the Leadsite URL to Customer within five (5) business days of Customer's request (which request must be made within 30 days of termination of this Agreement) and hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable license to continue to use the Leadsite as its website. Notwithstanding the foregoing, (a) Customer may not (i) use any content of the Leadsite other than Customer Content for any purpose, other than on the Leadsite, or (ii) modify any of the content of the Leadsite, other than Customer Content, (b) Web.com may remove third party content prior to transfer and (c) Customer will remove any third party content promptly after Web.com's request. Customer is responsible for maintaining the confidentiality of the passwords to its Web.com account, and Customer may not grant access to its Web.com account or share any data generated from the Services with any third party without Web.com's prior written consent. Web.com may place copyright and/or proprietary notices, including hypertext links, within our website, system and software applications. Customer may not alter or remove such notices without Web.com's prior written consent.

Customer owns the Customer Content. As between Web.com and Customer, Web.com (or its third party licensor) owns any content (other than Customer Content), templates, data or technology in connection with the Services (collectively, the "Materials"). For greater certainty, Customer hereby assigns to Web.com any and all copyright or other intellectual property rights that Customer may claim to have in and to the Materials and expressly waives, to the fullest extent permitted by law, any so-called "moral rights" which may now or may hereafter be recognized by legislative enactment or otherwise at law or in equity with respect to the Materials.

To the extent Customer is using the Lighthouse 360 Service, Customer also grants Web.com full read and write access (the "Access") to its Practice Management Software or Shop Management Software (the "Practice Management Software") to, among other things, write data such as appointment confirmations or other messages to Customer's Practice Management Software. For Customers that use the Dentrix Practice Management Software, Customer hereby acknowledges the intellectual property rights of Henry Schein Practice Solutions, Inc. ("HSPS") in HSPS's software development kit, software and software content provided to Web.com to enable Web.com to access Customer's Practice Management Software.

#### **4. Term; Termination of Agreement; Cancellation and Suspension of Services.**

**A.** This Agreement shall become effective on the Effective Date and shall remain in effect until terminated or canceled as set forth herein (the "Term"). Once the initial Commitment Period for a particular Service has ended, the Commitment Period of such Service will automatically renew

month to month thereafter at the rates applicable at the time, and Customer will be billed the applicable monthly fees on a monthly recurring basis, until such Service is canceled. Notwithstanding the foregoing and unless otherwise agreed in writing by an authorized representative of Web.com, Customer may not terminate this Agreement until the Commitment Period for all of the Services has ended, and Customer's cancellation of any Service will not be effective until the Commitment Period for such Service has ended.

**B.** Termination by Customer of this Agreement or of any Service as permitted hereunder, or termination of Call Recording of Inbound Calls, must be e-mailed to Customer's Account Manager, and Customer must complete a cancellation call with its Account Manager. Once Customer has completed the termination or cancellation process in accordance with this Paragraph 4, the Agreement or applicable Service will be terminated or cancelled effective at the end of the then-current monthly billing cycle. If the Go-Live Date has not occurred within 60 days of the date Customer agreed to purchase the Services as a result of Customer delay, then Web.com may cancel the Services without refund. If Customer breaches any provision of this Agreement, including the Acceptable Use Policy, Web.com may suspend Customer's Services. If such breach is capable of being cured, Customer will have 10 days to cure such breach; provided that Web.com is not required to provide an opportunity to cure if Customer subsequently commits the same breach. If such breach cannot be cured or is not cured within any applicable cure period, Web.com may cancel the Services or terminate this Agreement and/or pursue all other available remedies, including recovery from Customer of Web.com's costs and attorneys' fees incurred in pursuing such remedies. Notwithstanding the foregoing, Web.com may terminate this Agreement or cancel any of the Services in its discretion at any time, with a refund only of any prepaid but unused fees. FOLLOWING TERMINATION OF THIS AGREEMENT, YOUR INFORMATION WILL BE REMOVED FROM THE LEADSITE AND MAY BE REPLACED WITH THE INFORMATION OF ANOTHER CUSTOMER. IN ADDITION, WE WILL SUSPEND ANY BUSINESS LISTINGS/CITATIONS THAT WE HAVE CLAIMED ON YOUR BEHALF AND YOU WILL NEED TO RECLAIM THEM. The provisions of Paragraphs 2-4, Paragraphs 6-8, and this sentence shall survive the termination of this Agreement.

**5. Representations and Warranties.** By continuing to use the Services under this Agreement, Customer represents and warrants throughout the Term and for any period thereafter that Customer continues to use the Leadsite that (a) the Customer Content is original and (b) Web.com will not be responsible for making payments of any kind or nature to any third party with respect to the Customer Content.

**6. User-Generated Content Services.** "User-Generated Content Services" or "UGC Services" refers to any services that allow an end user to post, upload or generate content online to be shared with a limited or unlimited number of recipients and may include, without limitation: newsgroups, online forums, message boards, chat programs, wiki's, photo sharing services, customer review sites, video sharing services, blogs and web hosting. Any User-Generated Content Services accessed through the Services must be used in accordance with the following: (i) you must comply with the UGC Service's written charter, policies or FAQs; (ii) you may only post advertisements, solicitations, or other commercial messages in the UGC Service if that service's charter, policies or FAQs explicitly permit them; (iii) you are responsible for determining the policies of the UGC Service before using it; (iv) you must adhere to daily volume, file size and format restrictions of any UGC Service; (v) unless otherwise specified in the UGC Service's charter, policies or FAQs, you must not forge, alter or remove any information from the UGC Service; (vi) we have no obligation to monitor the content of any UGC Service and we are not liable for any claims, losses, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses arising out of or relating to the content of any such service; (vii) you must not use the UGC Service to perform "flooding", which refers to deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text or other content; (viii) any computer or other device connected through the Services may not maintain more than two simultaneous chat connections including, without limitation, the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device; (ix) you must not use the Services to send messages that disrupt another Internet user's equipment, software, hardware or user display; and (x) you must not forge, alter or obscure your identity (other than using a nickname) while participating in the UGC Service.

**7. Defined Terms.** (1) "Ads" means advertisements created by Web.com with information about Customer's business. (2) "Commitment Period" for a Service means the portion of the Term during

which Customer may not cancel that Service. (3) "Content" means (a) any content or information provided by Customer or submitted, posted, transmitted or made available by Customer through Customer's use of the Services, including but not limited to Customer's brand features, text, photos or other images, patient and client data, any third party logos (e.g., society memberships), and the content of Customer's website that Web.com uses to create an Leadsite (collectively, the "Customer Content") and (b) content that Web.com provides or posts on Customer's behalf. (4) "Go-Live Date" means the date that Web.com begins to provide the applicable Service. (5) "Hardware Device" means any physical device used by Customer in connection with the Services, which may include card readers for payments, mobile phones or tablets. (6) "Mirror Site" means a mirrored version of Customer's website with the same look and feel as, but a different URL than, Customer's website, which is only available if the Web.com Ads Service or Lead Stream Ads Service is purchased on a standalone basis. (7) "Term" has the meaning set forth in Paragraph 4.1. (8) "Vanity Domain" means Customer's own URL or a specific URL requested by Customer. (9) "Web.com Distribution Network" means the network of advertising channels through which Web.com distributes the Ads and certain Content, and may include (i) Google (the "Google Network"), (ii) other advertising channels (the "Web.com Network") and (iii) other forms of media, applications, and devices.

- 8. Miscellaneous.** Web.com reserves the right, in its sole and absolute discretion, to unilaterally change, modify and/or revise the Agreement, and any incorporated policies, agreements or notices, from time to time. Such changes, modifications or revisions shall be effective immediately upon posting to [www.legal.web.com](http://www.legal.web.com), and are provided to you via the Notice provisions set forth in Section 26 of the Master Services Agreement and it is implied you have accepted, and to be apprised of and bound by, any such modifications or revisions to the Agreement through your continued use of the Services. Email Marketing Feature. You acknowledge and agree that you are the "sender" and Web.com is not a "sender" or "designated sender" for purposes of Canada's Anti-Spam legislation ("CASL"). Regarding Services provided to our Canadian customers, the Web.com HST/GST number is 802175513 RT0001.