

This Subscription Agreement ("**Agreement**") is entered into as of date of your payment ("**Effective Date**") or authorized access is granted and is by and between DomainInvestCo, ("**Providers**") and you ("**Subscriber**"). The Agreement sets forth the terms and conditions pursuant to which Provider will provide the services to Subscriber. Capitalized terms used in this Agreement but not defined in the body of this Agreement shall have the meanings set forth in Section 11. Definitions.

1. Services

(a) Services. Subject to the terms and conditions of this Agreement Provider will, during the Services Term (as defined in Section 7(a)): (i) make the Hosted Software available to Subscriber via the internet; and (ii) manage the Hosted Software on the Hosted System (collectively, the "**Services**").

(b) Use of the Services. Subscriber may access and use the Hosted Software on the Hosted System in accordance with this Agreement. Subscriber is solely liable for use of the Hosted Software. The Hosted Software may not be used for unlawful, obscene, offensive or fraudulent content or activity.

(c) Subscriber Requirements. Subscriber shall: (i) comply with all applicable laws, court orders, rules and regulations; (ii) comply with applicable Provider policies for access to and use of the Services; (iii) cooperate with Provider's investigation of outages, security problems, unauthorized use of the Services and/or any suspected breach of this Agreement, or any applicable law, court order, rule or regulation; (v) comply with applicable license terms or terms of use for any software, content, service or website which Subscriber uses when using the Services; (vi) give Provider true, accurate, current, and complete account information; (vii) keep Subscriber account information up to date; and (vii) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Software and Hosted System.

(d) Subscriber Restrictions. Except as explicitly permitted in this Agreement, Subscriber shall not, directly or indirectly, alone or with another party: (i) copy, distribute, modify, reverse engineer, decompile, or attempt to obtain the source code or algorithms of, any Hosted Software or Hosted System, applications or intellectual property of Provider or its third party service providers and/or licensors; (ii) resell, rent, lease, license, sublicense, or transfer any Hosted Software, Hosted System, or applications or any intellectual property of Provider or its licensors; (iii) use the Hosted Software and Hosted System or applications as a service bureau or for the benefit of any third party, whether on a paid or unpaid basis; (iv) allow or authorize anyone to do any of the foregoing, or allow or authorize anyone to use the Hosted Software and/or Hosted System in violation of this Agreement.

2. Usage Overage and Taxes

(a) Taxes. Subscription fees do not include sales, use, value added or other excise tax. To the extent applicable, Subscriber shall pay or (if paid by Provider) reimburse Provider for all such taxes based on this Agreement, together with any interest on such taxes.

(b) Overdue Amounts. Any amounts not paid when due shall be subject to interest at one and one half percent (1.5%) per month or, if less, the maximum rate of interest allowed by

law, calculated from the due date. Provider reserves the right to terminate the Services for overdue amounts in accordance with Section 7 of this Agreement.

3. Ownership and Confidentiality

Ownership of the Services, any related documentation, and copies, modifications and derivatives of the foregoing (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, are and will remain the exclusive property of Provider and/or its licensors or third party service providers. Subscriber acknowledges and agrees that any enhancements or modifications to Services and any related documentation, based upon Subscriber's requests, recommendations or other feedback, are and will remain the exclusive property of Provider and/or its licensors or third party service providers. Provider reserves all rights not expressly granted to Subscriber under this Agreement. No ownership interest in intellectual property or other rights is assigned or otherwise transferred under this Agreement and there are no implied rights or licenses granted to Subscriber. Subscriber shall not use, disclose or provide any Services or related documentation (or any modifications or derivatives thereof) or any confidential and/or non-public information related to Provider's products, services or business, to any other party, except as expressly permitted under this Agreement.

4. Exclusions

(a) Provider will have no responsibility with regard to the backup, quality or completeness of any Subscriber Data.

(b) Subscriber shall be solely responsible, at its expense, for establishing, operating and maintaining Subscriber's connection to the Services via the internet, including but not limited to, procuring, configuring, operating and maintaining all computer hardware and software, communications equipment, databases, electronic systems, networks, web browsers, modems and access lines, necessary for such connection.

5. Subscriber Data; Security; Privacy/Data Protection

(a) Provider shall take commercially reasonable steps, or cause such commercially reasonable steps to be taken, designed to prevent computer network security breaches. Except as expressly provided in this Agreement, Provider makes no other warranty or representation regarding the security of Subscriber Data.

(b) Subscriber is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Subscriber Data by unauthorized persons.

(c) Subscriber remains solely responsible for its compliance in its use of the Services. Subscriber must make Provider aware of any technical requirements that result from its regulatory obligations prior to entering into this Agreement.

(d) Provider shall treat all Subscriber Data as confidential and shall only use Subscriber Data to: (i) provide the Services; (ii) use aggregated and/or anonymized information to improve its services, develop new services, show trends about general use of services, and for statistical analysis and business measures; (iii) monitor Subscriber's use of the Services; (iv) enforce this Agreement; and (v) to the extent applicable, share with any of Provider's Affiliates, third party

service providers, licensors and subcontractors who need to know such information in order to provide the Services, provided that they are bound by similar confidentiality obligations. Provider's obligation to keep Subscriber Data confidential shall not apply to information that Provider is required to disclose by law (but only to the extent of such required disclosure).

(e) Subscriber is responsible for all computer security vulnerabilities, and the consequences of such vulnerabilities, arising from (i) Subscriber Data, including any malware, including, but not limited to viruses, Trojan Horses, worms contained in Subscriber Data, or from (ii) Subscriber's use of the Services in a manner that is inconsistent with the terms of this Agreement. Subscriber is solely responsible for maintaining the security of its computer systems, backups, and the security of its access to and connection with the Services.

(f) Subscriber hereby irrevocably grants all such rights and permissions in or relating to Subscriber Data: (a) to Provider, its Affiliates, third party service providers, subcontractors and their respective personnel as are necessary or useful to perform the Services; and (b) to Provider as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

6. Use of the Internet

Subscriber acknowledges and agrees that the internet is not absolutely secure and that connecting to it provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Data transmitted through the internet or stored on any equipment through which data is transmitted may not remain confidential and Provider does not make any representation or warranty regarding privacy, security, authenticity, or non-corruption or destruction of any such data. Use of the internet is at Subscriber's sole risk.

7. Term and Termination; Suspension

(a) Services commence on the date the Services are paid for and/or made accessible to the Subscriber and shall remain in force for the period selected by the Subscriber ("**Services Term**"), unless earlier suspended or terminated in accordance with this Agreement. Services shall automatically renew at the end of the then-current Services Term for an additional one year period. Subscriber shall notify Provider with no less than thirty (30) days' prior written notice of its intention not to renew.

(b) Either party may terminate the Services if the other party materially breaches the terms set forth herein and fails to remedy such breach within thirty (30) days after written notice thereof from the non-breaching party.

(c) Notwithstanding Section 7(b) above, Provider may, without incurring any liability, terminate the Services, effective immediately upon written notice to Subscriber, if Subscriber breaches any of its obligations under Section 3. In the event Provider terminates this Agreement, Subscriber shall pay within ten (10) days any amounts that have accrued prior to such termination.

(d) Without limiting the application of any other provision herein, and in addition to, any other rights or remedies under this Agreement, Provider may issue a warning or temporarily or indefinitely suspend the Services and Subscriber's access to and use of the Hosted Software

if: (i) Subscriber breaches this Agreement; (ii) Subscriber does not cooperate with Provider's reasonable investigation of any suspected breach of this Agreement; (iii) Provider believes that the Hosted Software has been accessed or manipulated by a third party without Subscriber's consent or in violation of this Agreement; (iv) Provider believes that suspension of the Services and Subscriber's access to and use of the Hosted Software is necessary to protect Provider's network or its other subscribers; (v) Provider is required by law, statute, rule, court order, or regulatory or government body to suspend the Services; or (vi) Subscriber's actions may cause liability for Provider, its third party licensors or service providers, subcontractors or other subscribers to the Services. The suspension of the Services shall not cause the Services Term to be extended and if the reason for the suspension is not cured by Subscriber to Provider's reasonable satisfaction, Provider may, at any time, elect instead to terminate this Agreement without incurring any liability.

(e) On termination of the Services or expiration of the Services, Subscriber shall make no further use of the Services and shall immediately deliver to Provider or destroy the original and all copies of any documentation and any other Provider confidential information provided under this Agreement and in its possession or control, and upon request, provide certification that it has done so. Termination or expiration shall not affect any rights accrued prior thereto. The parties rights and obligations that by their nature are intended to survive, shall survive termination or expiration of this Agreement.

(f) Provider will give Subscriber reasonable advance notice of a suspension under this Section and a chance to cure the grounds on which the suspension is based, unless Provider determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Provider or its other subscribers from imminent and significant operational, legal, or security risk.

(g) Provider shall have no obligation to refund payment for Services in the event Subscriber suspends or terminates its use of the Services.

8. Indemnification

(a) Provider, at its own expense, will defend any action brought against Subscriber based on a claim that the Services infringe a third party's United States-registered intellectual property rights and, at its option, will settle any such action or will pay any final judgment awarded against Subscriber, provided that: (i) Provider shall be notified promptly in writing by Subscriber of any notice of any such claim; (ii) Provider shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same; and (iii) Subscriber shall cooperate fully at Provider's expense with Provider in the defense, settlement or compromise of such claim.

(b) If a claim described in this Section 8 occurs or, in Provider's opinion, may occur, Provider shall at Provider's option and expense either: (i) procure for Subscriber the right to continue using the Services; (ii) modify the Services so that they become non-infringing without materially impairing their functionality; or (iii) terminate Subscriber's right to use the Services and grant Subscriber a credit thereon equal to the unused Services on a pro-rated basis based on the number of months then remaining in the Services Term.

(c) Provider shall have no liability to Subscriber under this Section 8 to the extent that any infringement or claim thereof is based upon: (i) Subscriber's breach of this Agreement, (ii) Subscriber's use of the Services in combination with equipment or software not supplied hereunder; (iii) Subscriber's use of the Services in an application or environment for which it was not designed or not contemplated under this Agreement; and/or (iv) Subscriber's breach of this Agreement.

(d) THIS SECTION 8 STATES PROVIDER'S SOLE AND EXCLUSIVE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY AND ALL INFRINGEMENT CLAIMS AND DAMAGES.

(e) Subscriber, at its own expense, will defend any action brought against Provider (other than an indemnifiable intellectual property rights action for which Provider has obligations under this Section 8): (i) arising from Subscriber's breach of this Agreement; (ii) use of the Services or (iii) arising from the willful or negligent acts or omissions by Subscriber, its affiliates, or their respective officers, employees or agents, except to the extent such claim, loss or liability is caused by the willful or negligent acts or omissions of Provider, and Subscriber, at its option, will settle any such action or will pay any final judgment awarded against Provider, provided that: (1) Subscriber shall be notified promptly in writing by Provider of any notice of any such claim; (2) Subscriber shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same; and (3) Provider shall cooperate fully at Subscriber's expense with Subscriber in the defense, settlement or compromise of such claim.

9. Warranty/Disclaimer of Warranty/Limitation of Liability

(a) Provider warrants that Provider will perform the Services substantially in a good and workmanlike manner and in accordance with industry-standard practices.

(b) EXCEPT AS EXPLICITLY STATED HEREIN, PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT, AND/OR ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE SERVICES OR THAT SUBSCRIBER DATA WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. PROVIDER DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE HOSTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO SUBSCRIBER DATA.

(c) PROVIDER'S MAXIMUM LIABILITY ARISING OUT OF, OR RELATING TO THE USE OF THE SERVICES AND/OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO PROVIDER FOR THE SERVICES DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENTS THAT GAVE RISE TO THE APPLICABLE CLAIM. IN NO EVENT SHALL PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA AND ANY LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR FAILED OPERATION OF THE INTERNET, THIRD PARTY TELECOMMUNICATION SERVICES OR THIRD PARTY SECURITY FEATURES OR SYSTEMS), EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER AGREES NOT TO BRING ANY SUIT OR ACTION

AGAINST PROVIDER FOR ANY REASON WHATSOEVER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL PROVIDER'S LICENSORS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE HOSTED SOFTWARE, HOSTED SYSTEM USE OF THE SERVICES OR THE PROVISION OF ANY SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE CHARGES AND FEES HEREUNDER ARE BASED IN PART ON THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY PROVISIONS SET FORTH HEREIN AND THAT, IN THE ABSENCE OF SUBSCRIBER'S AGREEMENT TO SUCH TERMS, PROVIDER'S CHARGES TO SUBSCRIBER HEREUNDER WOULD BE SIGNIFICANTLY HIGHER. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO ANY CLAIM IF CONTRARY TO ANY APPLICABLE LAW.

10. General.

(a) Force Majeure. Provider shall not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, acts of Subscriber, acts of third parties not under Provider's control, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

(b) Notice. Notices under this Agreement shall be in writing. If to Subscriber, notices will be sent to the address provided by Subscriber. If to Provider, notices will be sent to domaininvestco@gmail.com.

(c) Assignment. Subscriber shall not assign, transfer, delegate or sublicense any of Subscriber's rights or obligations under this Agreement without Provider's prior written consent, which may be withheld in its sole discretion. Any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of this Agreement.

(d) Governing Law. This Agreement, and all disputes arising hereunder, shall be governed by and construed in accordance with the laws of the state of Minnesota, without regard to the conflicts of law principles thereof. All disputes arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the state of Minnesota, and in no other court or jurisdiction.

(e) Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted.

(f) Entire Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, representations and warranties, both written and oral with respect to such subject matter.

(g) Amendment/Modification. This Agreement shall not be amended or modified except in a writing signed by an authorized representative of each party.

(h) Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any part thereof or the right to thereafter enforce any and every such provision.

(i) Independent Contractors. The parties' relationship is that of independent contractors. The Agreement shall not be interpreted to create an agency or consignment relationship and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

11. Definitions.

"Data Transfer" means the amount of Subscriber Data transferred from Subscriber location(s), transferred out to Subscriber location(s) or transferred within Subscriber cloud environments.

"Hosted Software" means the software products for which Provider is providing the Services.

"Hosted System" means the server(s) and computer network(s) on which Provider or its contractors provide Subscriber remote access to the Hosted Software and Subscriber Data.

"Storage" means the amount of data storage used by the Subscriber across the applicable environment.

"Subscriber Data" means the data transmitted to, loaded into, or stored in, the Hosted Software or running on or through the Hosted System.