MojoHost Master Services Agreement

Revised: April 1, 2022

This MISA is between Easy Online Solutions, Ltd. d/b/a MojoHost and Customer.

1.   **Defined Terms**. The defined terms in schedule 1 apply to the Agreement.

2.   **Services**.

2.1   MojoHost shall provide the Services in accordance with the Agreement and all laws applicable to MojoHost. MojoHost's obligation to provide Services is contingent on verifying that Customer at all times satisfies MojoHost's credit approval criteria. MojoHost is not obligated to provide Services for Customer Configurations that do not meet the MojoHost Configuration Requirements. MojoHost will provide support only to those individuals Customer designates in the customer portal and is not required to provide any support directly to Customer's end-users.

2.2   Customer shall use the Services for commercial purposes only and shall not use the Services in any situation where failure or fault of the Services or the Customer Configuration could lead to death or serious bodily injury of any person or physical or environmental damage.

3.   **Customer Obligations**.

3.1   For Services where MojoHost's access to the Customer Configuration is necessary to perform the Services or to calculate any utility Fees based on use of the Customer Configuration (other than for Hosted Systems), Customer shall give MojoHost a reasonable method to access the Customer Configuration. Customer shall cooperate with MojoHost's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. Customer is responsible for keeping its account permissions, billing, and other account information up to date. Customer's use of the Services shall comply with the AUP. Customer is responsible for determining the suitability of the Services and Customer's compliance with any laws, including export laws and data privacy laws.

3.2   Customer is responsible for ensuring the integrity and security of Customer Data and for regularly backing up and validating the integrity of backups of Customer Data on an environment separate from the Customer Configuration. MojoHost will only back up data if stated on a Service Order. If MojoHost provides backup assistance on its servers, it is provided, without additional charge, as a courtesy to Customer. MojoHost has no liability for any lost or corrupted Customer Data resulting from providing that support.

4.   **Security**. MojoHost shall provide the Services in accordance with the S&PP Terms and any additional security specifications identified in the Service Order and Product Terms. Customer shall use reasonable security measures and precautions with its use of the Services, including appropriately securing and encrypting in transit and at rest Sensitive Data stored on or transmitted using the Customer Configuration; and shall take appropriate measures to otherwise prevent access to Sensitive Data by MojoHost where MojoHost's access to the premises, systems, or networks managed or operated by Customer might result in its exposure. Customer Data is, and at all times will remain, Customer's exclusive property. MojoHost shall not use or disclose Customer Data except as materially required to perform the Services or as required by law.

5.   **Fees**.

5.1   **Payment**. Customer shall pay the Fees due no later than 30 days after the invoice date, in the currency identified on the Service Order, and without withholding (except as expressly permitted

in section 5.4), setoff, counterclaim, or deduction. If Customer has arranged for payment by credit card or automated clearing house (ACH), MojoHost may charge Customer's card or account on or after the invoice date. If Customer's undisputed payment is overdue by at least 15 days, MojoHost may immediately suspend the Services on written notice. MojoHost shall undertake collection efforts before suspension for nonpayment. Invoices that Customer does not dispute in good faith and in written detail within 120 days of the invoice date are conclusively considered to be accepted by Customer as accurate. MojoHost may charge interest on overdue amounts at the greater of 1.5% per month and the maximum legal rate and may charge Customer for any expense arising out of MojoHost's collection efforts. MojoHost may charge its then-current rates if Customer continues to use any Services after termination of the Agreement or applicable Service Order. Customer shall keep its billing, account permissions, and other account information up to date.

5.2 **Fee Increases**. Unless otherwise stated to the contrary in the Agreement, there will be no Fee increases during the Initial Term or any Renewal Term. However, MojoHost may increase Fees after expiration of the Initial Term, any Renewal Term, or during any Auto-Renewal Term on giving at least 30 days advance written notice. If a Third-Party Fee Increases at any time, MojoHost may also increase Customer's Fees by the same percentage amount on 30 days advance written notice.

5.3 **Bandwidth Fees**. Bandwidth use for bundled bandwidth packages related to Internet data transfers will be calculated on outgoing bandwidth transfer only. If Customer's actual data transfer use exceeds the amount of Customer's bandwidth package, Customer will be charged a bandwidth overage Fee as specified in the applicable Service Order. When using the MojoHost provided Content Delivery Network ("**CDN**"), Customer is responsible for all bandwidth costs associated with the delivery of content over the public Internet, including any content delivery caused by unauthorized use of Customer's CDN connection. MojoHost will not enable "hotlinking" capability by default. If "hot-linking" capability is activated at Customer's request, Customer remains responsible for all network use.

5.4 **Taxes**. All amounts due to MojoHost are exclusive of Tax. Customer shall pay MojoHost any Tax that is due. Customer shall provide MojoHost with timely, accurate, and adequate information and documentation sufficient to (a) permit MojoHost to determine if any Tax is due; (b) evidence any Customer exemption from Tax, in advance of invoicing; and (c) evidence Customer's payment of any Local Withholding Taxes. All payments to MojoHost shall be made without any withholding or deduction for any taxes, except for Local Withholding Taxes. Subject to receipt of sufficient evidence of Customer payment of any Local Withholding Taxes, MojoHost shall pay that cost to Customer in the form of a credit on Customer's outstanding account balance.

6. **Term and Termination**.

6.1 **Term**. This MSA will continue until terminated under its terms. Service Orders for Recurring Services will be subject to the Auto-Renewal Term unless: (a) otherwise stated in the Agreement; (b) the parties enter into an agreement for a Renewal Term; or (c) either party provides the other with written notice of termination at least 90 days before the expiration of the then-current term.

6.2 **Termination for Convenience**. For Recurring Services, unless otherwise stated in the Agreement, Customer may terminate all or part of any Service Order for convenience at any time by giving MojoHost at least 90 days advance written notice, subject to an early termination fee equal to the monthly recurring Fee times the number of months remaining in the then-current term of the Service Order for the Services that have been terminated. If MojoHost allows Customer to cancel or delay the scheduled termination date, Customer shall provide 90 days written notice of any rescheduled termination date.

6.3 **Termination for Cause**.

(a) Either party may immediately terminate the Agreement or the affected parts of a Service Order or both for cause on written notice if the other party materially breaches the Agreement and, if the breach is amenable to cure, does not remedy the breach within 30 days of the nonbreaching party's written notice describing the breach.

(b) MojoHost may immediately terminate the Agreement or the affected parts of a Service Order or both for breach on written notice if, after suspension of Customer's Services for nonpayment, any invoiced and undisputed amount remains overdue for an additional ten days.

(c) Subject to law, either party may immediately terminate the Agreement or any Service Order or both on written notice if the other party enters into compulsory or voluntary liquidation, or ceases to carry on business, or takes or suffers any similar action that the other party reasonably believes means that it might be unable to pay its debts. MojoHost's obligation to provide Services is contingent on verification that Customer at all times satisfies MojoHost's credit criteria.

(d) Despite anything to the contrary in the Agreement, subject to law, the Fees for the Services through the conclusion of all Service Orders will immediately become due if MojoHost terminates the MSA under this section 6.3.

6.4 **Suspension of Services**. MojoHost may suspend Services without liability if: (a) MojoHost reasonably believes that the Services are being used in violation of the Agreement; (b) Customer does not cooperate with MojoHost's reasonable investigation of any suspected violation of the Agreement; (c) there is an attack on Customer's Hosted System or Customer's Hosted System is accessed or manipulated by any person other than a party without Customer's consent; (d) MojoHost is required by law or by a regulatory or government body to suspend Customer's Services; or (e) there is another event for which MojoHost reasonably believes that the suspension of Services is necessary to protect the MojoHost network or its other customers. MojoHost shall give Customer advance notice of a suspension under this section of at least 12 business hours unless MojoHost determines in its reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect MojoHost or its other customers from imminent and significant operational, legal, or security risk. If Customer's Hosted System is compromised, Customer shall address the vulnerability before MojoHost placing the Hosted System back in service or, at Customer's request, MojoHost might be able to perform this work for Customer at MojoHost's standard hourly rates as a service.

7. **Confidential Information**. Neither party shall use the other's Confidential Information except for performing or using the Services, exercising its legal rights under the Agreement, or as required by law, and shall use reasonable care to protect Confidential Information from unauthorized disclosure. Neither party shall disclose the other's Confidential Information to any person other than a party except (a) to its Representatives, on condition that those Representatives agree to confidentiality measures that are at least as stringent as those stated in the Agreement; (b) as required by law; (c) in response to a subpoena, court order, or other compulsory legal process, on condition that the party subject to that process shall give the other written notice of at least seven days before disclosing Confidential Information, unless the law forbids that notice; or (d) with the other party's consent.

8. **Intellectual Property**.

8.1 **IP Ownership**. Unless otherwise specifically stated in the applicable Service Order, as between the parties, (a) MojoHost owns all Intellectual Property in the Services and any Deliverables (excluding Customer IP); and (b) each party otherwise owns Intellectual Property it creates, authors, or

invents.

8.2 **MojoHost IP License**. If Customer's use of the Services or any Deliverables requires Customer to use MojoHost IP, MojoHost hereby grants Customer a limited, worldwide, nonexclusive, nonsublicensable, nontransferable, royalty-free license (for Customer's and permitted end user's internal use) to MojoHost IP: (a) in the Services, as necessary to use the Services in compliance with the Agreement during the Services; and (b) in any Deliverables, in perpetuity.

8.3 **Customer IP License**. If MojoHost's provision of the Services or any Deliverables requires MojoHost to use Customer IP, Customer shall provide access to the Customer IP and hereby grants MojoHost a limited, worldwide, nonexclusive, nontransferable, royalty-free license (with the right of sublicense where required to perform the Services, but otherwise without the right to sublicense) to Customer IP solely to provide the Services and any Deliverables.

8.4 **Service Modification**. MojoHost may modify the Services or Deliverables in response to any claim of nonparty Intellectual Property infringement. If MojoHost determines that it is not reasonably or commercially practicable to modify or obtain the right to use the allegedly infringing element, MojoHost may terminate the Services or Deliverables or both on 90 days' notice without liability except to refund amounts paid for unused Services (prorated as to parts of the Services or Deliverables terminated).

9. **Indemnification**.

9.1 If MojoHost, its Affiliates, or any of its or their respective Representatives (collectively, "**Indemnitees**" or "**Indemnified Parties**") are faced with a claim by any person other than a party arising out of Customer's breach of (a) a TPS Agreement or agreement with Customer's end-user, or (b) the AUP, then Customer shall indemnify MojoHost and pay the cost of defending the claim (including reasonable legal and professional fees and expenses) and any damages, losses, fines, or other penalties imposed on or incurred by the Indemnitees as a result of the claim. Customer's obligations under this section 9 include claims arising out of the acts or omissions of Customer's employees, agents, end-users, any other person to whom Customer has given access to any part of the Customer Configuration, and any person who gains access to any part of the Customer Configuration as a result of Customer's failure to use reasonable security precautions, even if Customer did not authorize the acts or omissions of those persons.

9.2 If MojoHost receives notice of a claim covered by this section 9, MojoHost shall give Customer prompt written notice of it. Customer shall allow MojoHost to conduct the defense of the matter, including choosing legal counsel to defend the claim, on condition that the choice is reasonable and is communicated to Customer. Customer shall comply with MojoHost's reasonable requests for help and cooperation in defending the claim. MojoHost shall not settle the claim without Customer's consent, which Customer shall not unreasonably withhold, delay, or condition. Customer shall pay expenses due under this section 9 as MojoHost incurs them.

10. **Limitations on Damages**.

10.1 **Despite anything in the Agreement to the contrary:**

(a) **MojoHost's liability arising from (i) death or personal injury caused by negligence; (ii) fraudulent misrepresentation; or (iii) any other loss or damages for which that limitation is expressly prohibited by law is unlimited.**

(b) **Subject to section 10.1(a), the maximum total liability of MojoHost and any of its Representatives for the Services or the Agreement under any theory of law will not exceed the damages incurred, up to *the greater of*: (i) an amount equal to six times the**

Fees payable by Customer for the Services that are the subject of the claim in the first month in which Fees are charged under the Agreement, and (ii) the total amount paid by Customer to MojoHost for the Services that are the subject of the claim in the 12 months immediately before the event(s) that first gave rise to the claim.

10.2 **Neither party (nor any of its Representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable for any loss or damages that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of those damages. In no event will either party be liable to the other for any punitive damages or any loss of profits, data, revenue, business opportunities, customers, contracts, goodwill, or reputation.**

10.3 **Neither party will be liable or be in breach of the Agreement (excluding the Customer's payment obligations) if failure to perform an obligation is due to an event beyond its control, including significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, fire, government acts or orders, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.**

10.4 **As an essential part of the Agreement, the liquidated damages payable under an SLA will be the credits stated in the applicable SLA, which are Customer's sole remedy for MojoHost not meeting those guarantees for which credits are provided; and the parties acknowledge that the credits are not a penalty, are fair, and represent a reasonable estimate of loss that might be anticipated from any breach. The maximum credit(s) for not meeting an applicable SLA will be limited to (a) the greater amount, when more than one SLA applies to the same occurrence; and (b) for any calendar month, 100% of the then-current monthly recurring Fee for the Services. Customer is not eligible to request a credit if Customer is in breach of the Agreement at the time of the occurrence of the event giving rise to the credit until Customer has remedied the breach. No credit will be due if the credit would not have accrued but for Customer's act or omission.**

11. **Disclaimers**.

11.1 MojoHost is not making any commitment to provide any services other than the Services stated in the Service Order. MojoHost is not responsible to Customer or any nonparty for unauthorized access to Customer Data or for unauthorized use of the Services that is not solely caused by MojoHost's failure to meet its security obligations in section 4. MojoHost and its Representatives disclaim all warranties that are not expressly stated in the Agreement to the maximum extent permitted by law (including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and noninfringement). Customer is solely responsible for determining the suitability of the Services. To the maximum extent permitted by law, MojoHost disclaims all representations, warranties, conditions, and liability arising from: (a) acts or omissions of Customer or any person other than a party; (b) Open Source Software, Third-Party Services, and Third-Party Software (except that MojoHost warrants its right to use or provide these items); (c) Customer provided software; (d) any actions taken by MojoHost that are requested by Customer and not based on MojoHost's advice or recommendation; and (e) services provided by Customer's request, but not required by the Agreement.

11.2 MojoHost may designated certain Services as Unsupported Services. MojoHost is not making any representation or warranty for Unsupported Services except that MojoHost will use reasonable efforts expected of technicians having generalized knowledge and training in information technology systems. MojoHost will not be liable to Customer for any loss or damage arising from providing Unsupported Services and SLA(s) will not apply to Unsupported Services or any other aspect of the Customer Configuration that is adversely affected by Unsupported Services. At Customer's request, MojoHost may provide services that are not required by the Agreement.

MojoHost provides any such services "as is" and without any warranty, express or implied.

12. **Governing Law & Disputes**.

12.1 **Governing Law and Jurisdiction**. Michigan law governs all adversarial proceedings arising out of this Agreement or use of the Services. Except as otherwise set out in section 12.2, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in the United States District Court for the Eastern District of Michigan or in a state court in Michigan. Each party acknowledges that those courts would be a convenient forum. **Each party hereby waives its right to a trial by jury in any adversarial proceedings arising out of this Agreement.**

12.2 **Arbitration**. Except for a dispute arising out of unpaid Fees (including any early termination fees) under this Agreement, as the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of this Agreement or the use of the Services, a party may demand that the dispute be resolved by arbitration administered by AAA in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such dispute being so resolved. The parties shall conduct the arbitration in Oakland County, Michigan. One arbitrator from AAA will conduct the arbitration. The arbitrator will issue a reasoned award with findings of fact and conclusions of law. Judgment on any award rendered in any such arbitration may be entered in any court have jurisdiction. Neither party nor an arbitrator shall disclose the existence, content, or results of any arbitration under the Agreement without both parties' prior written consent. Either party may appeal the final award under the AAA's Optional Appellate Arbitration Rules in effect when the dispute arises. Grounds for vacating the award will include, besides those enumerated under the Federal Arbitration Act, 9 U.S.C. §1, et seq, that the arbitrator committed errors of law that are material and prejudicial. The appeal will be determined on the written documents submitted by the parties, with no oral argument. After the appellate rights described in this section 12.2 have been exercised or waived, the parties will have no further right to challenge the award.

12.3 **Enforcement**. Despite section 12.3, MojoHost may enforce any judgment anywhere in the world where Customer might have assets. No dispute may be brought as a class or collective action, nor may Customer assert such a dispute as a member of a class or collective action that another claimant brings. Neither party shall bring a dispute under the Agreement more than two years after the dispute accrued. The United Nations Convention on the International Sale of Goods will not govern the Agreement. The prevailing party in any adversarial proceedings between the parties arising out of this Agreement or the subject matter of this Agreement will recover from the other party all expenses that the prevailing party incurs in those proceedings, including legal fees and expenses.

13. **General**.

13.1 **Relationship**. The relationship between the parties is that of independent contractors and not business partners. Except as expressly stated in the Agreement, neither party is the agent for the other, and neither party has the right to bind the other on any agreement with a nonparty. MojoHost is not a party to and is not responsible for the performance of any TPS Agreements. Other than Representatives for sections 9, 10, and 11, or as otherwise specifically designated a "Third-Party Beneficiary," there are no third-party beneficiaries to the Agreement. Customer may permit Customer's end-users to use the Services, but MojoHost shall provide support only to those individuals designated by Customer in the customer portal and is not required to provide any support to Customer's end-users. Customer is liable for the acts and omissions of Customer's end-users.

13.2 **Interpretation**. If there is a conflict between the terms of the Agreement, the documents will prevail in the following order of precedence: the Service Order, the Product Terms, the MSA, and

any other terms incorporated in the MSA. Unless otherwise expressly permitted in the Agreement, to be effective, any amendment to this Agreement must be in writing and signed by both parties. A Service Order may be amended to modify, add, or remove Services either by a written agreement signed by both parties or by an exchange of correspondence (including through the MojoHost ticketing system) that includes the express consent of an authorized individual for both parties. The pre-printed terms of Customer's purchase order or other business form or terms that Customer provides are void and of no effect. Some terms are incorporated into the Agreement by reference to pages on the MojoHost website and MojoHost may revise those terms from time to time (including the MSA). Except where otherwise designated, those revisions are effective and supersede and form part of the Agreement as of the time: (a) Customer enters into a new Service Order referencing the revised terms; (b) a Service Order automatically renews under the Agreement; or (c) the parties enter into an agreement for a Renewal Term or account transfer (in which case Customer acknowledges that it has reviewed and accepted the then-current version of the terms). If Customer enters into multiple agreements over time for a given Customer Configuration (for example, adding additional components or services), then the most recent terms referenced in the Service Order(s) will govern the entirety of the Services for the given Customer Configuration.

13.3   **Assignment & Subcontractors**. Neither party shall assign the Agreement or any Services Orders without the other party's prior written consent, except to an Affiliate or successor as part of a corporate reorganization or a sale of some or all its business, on condition that the assigning party notifies the other party of that change of control. Unless MojoHost authorizes otherwise in writing, Customer shall not (a) sell, resell, lease, or provide the Services as a service; or (b) assign, grant, or transfer any interest in Third-Party Services or Third-Party Software to another individual or entity. MojoHost may use its Affiliates or subcontractors to perform all or any part of the Services, but MojoHost remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if MojoHost performed the Services itself.

13.4   **Notices**. Customer's communications to MojoHost regarding the Services should be sent to Customer's account team using the customer portal, except that Customer must send legal notices (including termination notices) by email to legal@mojohost.com; and by overnight postal service to: Legal Department, Easy Online Solutions, Ltd., 21671 Melrose Ave., Southfield, MI 48075. MojoHost's communications regarding the Services and legal notices will be posted on the customer portal or sent by email or post to the individuals Customer designates as contacts on Customer's account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day after the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices will be given in English.

13.5   **Publicity**. MojoHost may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases. Customer shall not issue any press release or publicity regarding the Agreement, use the MojoHost name or logo or other identifying indicia, or publicly disclose that it is using the Services without MojoHost's prior written consent.

13.6   **Enforceability & Waiver**. If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. The parties acknowledge that the pricing and other terms in the Agreement reflect and are based on the intended allocation of risk between the parties and form an essential part of the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the right or other rights in the past.

13.7 **Force Majeure**.

    (a)   If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 13.7(c).

    (b)   For purposes of this Agreement, "**Force Majeure Event**" means, for a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

    (c)   If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Afterwards the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume performing under this agreement.

13.8 **Survival**. The following provisions will survive termination of this MSA: sections 7, 8, 9, 10, 11, 12, and 13; all terms of the Agreement requiring Customer to pay Fees (inclusive of any early termination fees); and any other provisions that by their nature are intended to survive termination of the Agreement.

13.9 **Entire Agreement**. The Agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Schedule 1

Defined Terms

"**AAA**" means the American Arbitration Association.

"**Affiliate**" as to Customer means any entity that directly or indirectly controls, is controlled by, or is under common control with the entity referred to, but only for so long as that control exists; and as to MojoHost means Easy Online Solutions, Ltd. and any entity that MojoHost directly or indirectly controls. As used in this definition, "**control**" means controlling more than a 50% interest in an entity.

"**Agreement**" means, collectively, the MSA and any terms incorporated by reference in the MSA, and any applicable Service Order, Product Terms, or other addenda that govern the provision of Services.

"**AUP**" means MojoHost's Acceptable Use Policy as periodically updated by MojoHost.

"**Auto-Renewal Term**" means the automatic renewal period after expiration of the Initial Term for consecutive rolling 90-day terms.

"**Business Day**" means Monday through Friday, excluding public holidays in the United States of America.

"**Confidential Information**" means non-public information disclosed by one party to the other in any form that: (a) is designated as "Confidential"; (b) a reasonable person knows or reasonably should understand to be confidential; or (c) includes either party's products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and that is not independently developed by the other party without reference to the other's Confidential Information or otherwise known to the other party on a nonconfidential basis before disclosure.

"**Customer**," "**Client**," or "**you**" means the entity ordering the Services.

"**Customer Configuration**" means an information technology system (one or more of hardware, software, and other information technology components) that is the subject of the Services or to which the Services relate.

"**Customer Data**" or "**Client Content**" means all data that Customer receives, stores, or transmits on or using the Customer Configuration.

"**Customer IP**" means Customer's pre-existing Intellectual Property.

"**Deliverables**" means the tangible or intangible materials, specifically identified and described in a Service Order as Deliverables, which MojoHost delivers to Customer as a result of any professional Services.

"**Fees**" means the fees payable under the applicable Service Order.

"**Hosted System**" means a Customer Configuration provided by MojoHost for Customer's use at a MojoHost data center.

"**Initial Term**" means the initial term of the applicable Service Order.

"**Intellectual Property**" means patents, copyrights, service marks/trademarks, trade secrets, and any other proprietary intellectual property rights.

"**Local Withholding Taxes**" means withholding (or similar) taxes imposed on income that might be attributable to MojoHost for supplying the Services that Customer is legally required to withhold and pay to a governmental or taxing authority.

"**MojoHost**" or "**we**" means Easy Online Solutions, Ltd., a Michigan corporation.

"**MojoHost Configuration Requirements**" means those specifications identified by MojoHost as required to perform the Services, including a required reference architecture or software version, as described in Customer's Service Order or Product Terms.

"**MojoHost IP**" means MojoHost's Intellectual Property, not otherwise generally licensed to the public under an Open-Source Software license.

"**MSA**" means this Master Services Agreement.

"**One Time Services**" means Services that are provided on a one-off basis.

"**Open-Source Software**" means open-source

software including Linux and software licensed under the Apache, GPL, MIT, or other open-source licenses.

"**Product Terms**" or "**Service Schedule(s)**" means additional terms incorporated in a Service Order that contain product-specific obligations.

"**Recurring Services**" means Services that are provided on an ongoing basis.

"**Renewal Term**" means a fixed-term extension of the Service Order term.

"**Representatives**" means a party's respective service providers, officers, directors, managers, employees, contractors, Affiliates, suppliers, and agents.

"**S&PP Terms**" means MojoHost's Security and Privacy Practices as periodically updated by MojoHost.

"**Sensitive Data**" means any: (a) personally identifiable information or information that is referred to as personal data (including sensitive personal data), PII, or other like term under data protection or privacy laws and includes information that by itself or combined with other information can be used to identify a person; (b) financial records; and (c) other sensitive or regulated information.

"**Services**" means the MojoHost services identified in a specific Service Order.

"**Service Order**" or "**Order Form**" or "**Statement of Work**" means the document describing the Services Customer is buying, including any online order, process, API, statement of work, or tool through which Customer requests or provisions Services.

"**SLA**" means any provision providing a specified credit remedy for an identified failure to deliver or provide the Services to the identified standard.

"**Tax**" means any value-added, goods and services, sales, use, property, excise, and like taxes, import duties, or applicable levies arising out of providing the Services.

"**Third-Party Fee Increase**" means the direct or indirect increase of fees by a third-party vendor charged to MojoHost for Customer's use of Third-Party Services, Third-Party Software, or both, which might occur at any time.

"**Third-Party Services**" means services provided by

any person other than a party and used with the Services.

"**Third-Party Software**" means software provided by any person other than a party and used with the Services.

"**TPS Agreements**" means agreements for products and services provided by nonparties, which are entered into between Customer and that nonparty.

"**Unsupported Services**" means Services MojoHost designates as "best efforts," "nonstandard," "reasonable efforts," "unsupported," or with like designation in a Service Order.