

IMPORTANT!

PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY BEFORE USING THIS SITE OR ANY OF MANAGED.COM'S SERVICES, INCLUDING BUT NOT LIMITED TO THE ARBITRATION CLAUSE IN SECTION 9 BELOW.

BY ACCESSING OR USING MANAGED.COM'S SERVICES (OR BY CLICKING "I AGREE"), YOU AGREE TO BE BOUND BY THIS HOSTING SERVICES AGREEMENT AND TO BIND THE COMPANY OR ENTITY PURCHASING THE SERVICES. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORIZED TO USE OR ACCESS THE MANAGED.COM SERVICES.

MANAGED.COM RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS HOSTING SERVICES AGREEMENT AT ANY TIME, AND BY CONTINUING TO USE THE SERVICES OR THIS SITE AFTER MANAGED.COM POSTS A CHANGE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE NEW TERMS OF USE. THEREFORE, YOU SHOULD CHECK FOR UPDATES FROM TIME TO TIME.

HOSTING SERVICES AGREEMENT

This Hosting Services Agreement ("**Agreement**") is between Deluxe Small Business Sales, Inc., owner and operator of Managed.com, with its principal offices located at 3680 Victoria Street North, Shoreview, Minnesota 55126 (hereinafter "**Managed.com**"), and the business entity using the Services and (the "**Customer**"). Customer and Managed.com are collectively known as "Parties" or singularly as "Party". This Agreement is effective as of the date the Customer clicks "I Agree."

WHEREAS, Managed.com is in the business of providing website hosting services and other related services and facilities. Customer desires to obtain such services and facilities from Managed.com and Managed.com is willing to provide the same to Customer pursuant to the terms. The Parties, therefore, agree to the following terms and conditions:

1. SERVICES.

1.1. Services. This Agreement sets forth the terms and conditions governing Customer's use of the Services. "**Services**" means the website hosting services and related products and services purchased by Customer and made available by Managed.com and through the Managed.com website. Managed.com reserves the right to modify, change or discontinue any aspect of the Services at any time. Managed.com will provide the Services as more fully described in a written sales order outlining the Services selected and the applicable Fees (a "**Sales Order**"). Sales Orders are subject to the terms and conditions of this Agreement.

1.2. Third Party Products. Managed.com may make available to Customer certain third-party products, including software and hardware ("**Third-Party Products**") and, if purchased by Customer, such Third-Party Products are non-refundable upon termination of the Agreement. Customer acknowledges and agrees that Managed.com is reselling such Third-Party Products and that it neither provides any warranty related to nor assumes any liability for such Third-Party Products. To the extent permitted by the Third-Party Product manufacturer, Managed.com will pass through to Customer the manufacturer's warranties related to each Third-Party Product and will use commercially reasonable efforts to facilitate

utilization by Customer of such warranties. Customer shall adhere to all terms and conditions governing the use of such Third-Party Products.

- 1.3. Ownership.** Customer shall not remove, modify, or obscure any copyright, trademark or other proprietary right notice that appears on the Managed.com site or on any materials made available by Managed.com.
- 1.4. Subcontractors.** Managed.com may use affiliates and third-party service providers to perform all or any part of the Services but Managed.com remains responsible under the Sales Order for Services performed by any affiliate or third-party service provider to the same extent as if Managed.com performed the Services.
- 1.5. Reselling.** Customer, in the normal course of its business, may resell to its clients (subject to the terms of this Agreement) use of the Services provided by Managed.com to Customer pursuant to this Agreement. Customer shall act as the single point of contact with Managed.com with respect to Customer's clients. Customer shall remain responsible for all fees or other costs under this Agreement incurred by Customer's clients. Customer agrees to be responsible to Managed.com for acts or omissions of its clients to the same extent as if Customer's own act or omission. Any act or omission of any such client that would be a breach of this Agreement if committed by Customer shall be deemed a breach of this Agreement by Customer.
- 1.6. Responsibilities of Customer.** Use of the Services is also governed by the following policies and agreements, which are incorporated herein by reference. Customer agrees to adhere to the terms of such policies and agreements and acknowledges Customer's users and clients are bound by the same policies and agreements.

 - 1.6.1. Privacy Policy.** Managed.com's Privacy Policy located at: <https://www.deluxe.com/policy/privacy/> and [https://www.deluxe.com/policy/eu-privacy.](https://www.deluxe.com/policy/eu-privacy/)
 - 1.6.2. Acceptable Use Policy.** Customer is responsible for all acts and omissions of its users and clients in connection with receipt, access or use of the Services, and Customer, its users and clients shall abide by the Acceptable Use Policy available at [https://www.deluxe.com/policy/acceptable.](https://www.deluxe.com/policy/acceptable/)
 - 1.6.3. Regulations.** Customer understands and agrees that Managed.com may be required to meet standards imposed by regulators of financial institutions which Managed.com is required to impose upon Customer as applicable.
- 1.7. Account Security.** Customer acknowledges and agrees that despite security measures taken by Managed.com in connection with the Services, Managed.com's system, Customer websites and/or client websites may become compromised, including without limitation, by hackers, viruses, worms or Trojan horse, or the like. Under such circumstances Managed.com may take corrective action as it deems appropriate in its sole discretion and Customer acknowledges and agrees that Managed.com shall not be liable for damage or loss Customer or any client or user may incur due to such corrective action. Customer further agrees Customer is solely responsible for backing-up all Customer Content and websites, as well as maintaining the confidentiality and security of Customer's account information, including username, passwords, and other information related to the security of your account.
- 1.8. Compliance with Applicable Laws.** Customer agrees to comply with all Applicable Laws where Customer is located regarding Customer Content, Customer Websites, online activities, email and any

use of the Services. "**Applicable Laws**" means any federal, local or foreign law, order, statute, rule, regulation, ordinance or other act of a legally binding nature. Customer shall obtain all applicable licenses, permits and approvals for the use of the Services or Third-Party Products required by any governmental agency, foreign or domestic and comply with Applicable Laws. In utilizing the Services under this Agreement. Customer shall be solely responsible for any and all fees, penalties and interest, which result from Customer's failure to comply with Applicable Laws. The Services and any data Customer provided to Managed.com may be hosted in the United States, Australia, Ireland, or other jurisdictions as determined by Managed.com. If Customer accesses the Services, Customer is voluntarily transferring information (potentially including personally identifiable information) and content to the above-named jurisdictions and Customer agrees that Managed.com's collection, use, storage and sharing of Customer's information and content is subject to the laws of such jurisdictions, and not necessarily of the jurisdiction in which Customer is located.

- 1.9. Prohibited Persons.** The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), Department of State, and other United States authorities (collectively, "**U.S. Trade Laws**"). Customer may not use the Services to export or re-export or permit the export or re-export, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, Customer represents and warrants that Customer is not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions; (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, Managed.com also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("**CCTLD**") for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement.
- 1.10. Customer Content.** Customer may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, the "**Customer Content**"). Customer Content includes any content posted by Customer or by any of Customer's users on or through any of Customer's websites hosted through the Services (the "**Customer Websites**"). Customer is solely responsible for any and all Customer Content and any transactions or other activities conducted on or through Customer Websites. By posting or distributing Customer Content on or through the Services, you represent and warrant that: (i) Customer has all the necessary rights or licenses to post or distribute such Customer Content; (ii) Customer's posting or distribution of such Customer Content does not infringe or violate any rights of any third party; and (iii) Customer will use best efforts to ensure that Customer Content is and will at all times remain free of all computer viruses, worms, Trojan horses, and other malicious code; (iv) Customer will not use the Services in any manner as determined in Managed.com's sole discretion to engage in or promote any illegal activity or otherwise promote behavior that is defamatory, harassing, abusive or otherwise objectionable. Managed.com exercises no control over, and accepts no responsibility for, Customer Content or the content of any information passing through Managed.com computers, network hubs and points of presence or the internet. Managed.com does not monitor Customer Content. Customer acknowledges and agrees that Managed.com may, but is not obligated to, immediately take any corrective action in Managed.com's sole discretion, including without limitation removal of all or a portion of the Customer Content or Customer Websites, and suspend or terminate any and all Services without refund if Customer violates the terms of this Agreement. You hereby agree that Managed.com shall have no liability due to any corrective action that Managed.com may take.

- 1.11. Customer Content License.** Solely for purposes of providing the Services, you hereby grant to Managed.com 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 Customer Content; and (ii) make archival or back-up copies of Customer Content and Customer Websites. Except for the rights expressly granted herein, Managed.com does not acquire any right, title or interest in or to the Customer Content, all of which shall remain solely with Customer.
- 1.12. Managed.com Content.** Except for Customer Content all other content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services ("**Managed.com Content**") are the property of Managed.com or its licensors. To the extent applicable, you are granted a limited, revocable, non-sublicensable, license to use Managed.com Content solely in connection with the Services. Customer may not: (i) make derivative works of or otherwise modify any Managed.com Content; (ii) copy the Managed.com Content; or (iii) decompile, disassemble, alter, reverse engineer, or otherwise attempt to discover the source code or other trade secrets for any Managed.com Content. Any use of the Managed.com Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to your use of the Services and the Managed.com Content.
- 1.13. Compatibility.** Customer is solely responsible for providing any equipment or software that may be necessary to use the Services and for ensuring that all Customer Content and Customer Websites are compatible with the hardware and software used by Managed.com to provide the Services, which may be changed by from time to time in Managed.com's sole discretion. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Managed.com is not responsible for any delays due to your failure to timely perform your obligations.
- 1.14. Data Back-Up.** Managed.com performs back-ups of its system for internal purposes and in accordance with the Scope of Coverage for Support Services. Customer is responsible for backing-up all Customer Content, including but not limited to, any Customer Websites. Managed.com does not warrant that it will back-up any Customer Content, and Customer agrees to accept the risk of loss of any and all Customer Content. Customer's use of the Services is at your sole risk. Managed.com does not maintain backups of dedicated accounts. Managed.com is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Managed.com's servers.
- 1.15. Dedicated Servers Audits.** Managed.com reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Managed.com reserves the right to reset the password on a dedicated server if the password on file is not current so that Managed.com may conduct security audits as required by Managed.com's datacenter. It is Customer's responsibility to ensure that there is a valid email address and current root password on file for its dedicated server to prevent downtime from forced password resets.

2. TERM AND TERMINATION.

- 2.1. Term.** This Agreement shall commence on the date Customer submits a signed Sales Order and continue for the period specified in the Sales Order ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for succeeding two (2) year periods (each a "**Renewal Term**") unless either Party gives the other ninety (90) days' written notice of non-renewal prior to the end of the then current term. The Initial Term and each Renewal Term are collectively referred to as the "**Term**".

NOTE: UPON TERMINATION OF THE SERVICES FOR ANY REASON, CUSTOMER CONTENT, CUSTOMER WEBSITES, AND OTHER CUSTOMER DATA WILL BE DELETED THAT IS NOT OTHERWISE NECESSARY FOR MANAGED.COM TO RETAIN.

- 2.2. Termination for Cause.** Managed.com, upon giving written notice to Customer, may terminate this Agreement if: (a) Customer materially breaches any provision of this Agreement and fails to cure that breach to the satisfaction of Managed.com within ten (10) days; or (b) effective immediately, if Customer files or has filed a petition in bankruptcy, has had a bankruptcy petition filed against it that has not been discharged within 120 days of the filing thereof, is adjudicated as bankrupt, has a receiver, trustee or other court officer appointed for its property, takes advantage of the insolvency laws of any jurisdiction to which it is subject, makes an assignment for the benefit of creditors, is voluntarily or involuntarily dissolved, or admits in writing its inability to pay debts as they come due.
- 2.3. Termination for Convenience.** Managed.com may terminate this Agreement without cause, with sixty (60) days' prior written notice to Customer.
- 2.4. Suspension.** In addition to the rights and remedies set forth in this Agreement, Managed.com may suspend some or all of the Services without liability to Customer if: (a) Customer fails to pay the applicable fees for the Services when due; (b) Managed.com determines the Services are being used, have been used, or will, with commercially reasonable certainty, be used in breach of this Agreement; (c) Customer fails to cooperate with an investigation of any suspected breach of this Agreement; (d) Managed.com reasonably believes that the Services have been accessed or utilized in any way by a third party without Customer's consent; or (d) suspension of services is reasonably necessary to protect Managed.com's hosting environment. Managed.com will use commercially reasonable efforts to provide Customer advance notice of a suspension and a chance to cure the violation on which the suspension is based, unless Managed.com determines, in its reasonable judgment, that an immediate suspension is necessary to protect Managed.com's network and its users from an imminent, significant operational, network integrity or security risk. Suspensions based on Customer's breach of this Agreement will not relieve Customer's obligation to pay for the suspended Services during the period of suspension. Any suspension imposed under this section will be lifted upon Customer's cure of the breach causing the suspension. In the event the Customer is unable to cure the breach within fifteen (15) days of notice from Managed.com, the suspension may be treated as a termination for cause. During the suspension period, Managed.com shall have the right to deny access to, and/or, destroy data stored on the compromised server or account. Managed.com may at its own discretion allow access to a suspended account.
- 2.5. Change in Regulatory Requirements.** If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), this Agreement shall be deemed modified in such a way as the Parties mutually agree is consistent with the purpose of this Agreement and necessary to comply with such Regulatory Requirement. Should the Parties be unable to agree on necessary modification within thirty (30) days after the Regulatory Requirement is effective, then upon written notice, either Party may, to the extent practicable, terminate the portion of this Agreement impacted by the Regulatory Requirement, or, if the entire Agreement is impacted, either Party may terminate the Agreement with no further obligation or liability hereunder.
- 2.6. Survival.** Provisions under this Agreement which by their terms extend beyond the Term shall survive any expiration or termination of this Agreement. Any obligation or liability arising prior to the date of expiration or termination of this Agreement shall also survive.

3. INVOICING AND PAYMENT TERMS.

- 3.1. **Fees.** Customer shall pay Managed.com the one-time installation fee, the recurring monthly fees and any fees for Support Services as set forth in the Sales Order ("**Fees**"). Managed.com reserves the right to change any Fees under this Agreement upon written notice to Customer thirty (30) days' prior to expiration of the then current Term.
- 3.2. **Payment.** One-time installation Fees are payable prior to installation. Recurring monthly fees and charges for Support Services are payable monthly in advance. Semi-annual, quarterly and annual payment options are available upon request. Payment shall be remitted via wire transfer, ACH, check or credit card. No installation or Services will be provided until all Fees are paid and all Fees are non-refundable unless otherwise provided for in this Agreement.
- 3.3. **Late Payment.** If Customer fails to pay any Fees when due, Managed.com may suspend all Services provided to Customer and place Customer's server into graced status. The server will remain in graced status for fifteen (15) days with Customer's access restricted. In the event full payment is not received within thirty (30) days from the due date, Customer's server will be turned off. If full payment is not received sixty (60) days from the due date, Customer's server will be deprovisioned.
- 3.4. **Taxes.** Customer is responsible for all federal, state and local taxes, governmental assessments, surcharges and fees pertaining to Customer's use of the Services in all jurisdictions in which it operates or conducts business.

4. REPRESENTATIONS AND WARRANTIES.

EXCEPT AS OTHERWISE AGREED UPON IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND MANAGED.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT MANAGED.COM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM MANAGED.COM OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

5. LIMITATION OF LIABILITY.

- 5.1. **No Indirect Damages.** IN NO EVENT SHALL MANAGED.COM BE LIABLE TO CUSTOMER FOR PAYMENT OF ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES PROVIDED HEREUNDER, AND SHALL APPLY WHETHER OR NOT MANAGED.COM HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2. **No Liability.** Managed.com shall not be liable to Customer for any claims or damages resulting from: (a) loss of data, including Customer Data, Customer Content, and Customer Websites; (b) the accuracy, completeness or content of Customer or any client site, Services or any third party Information; (c) personal injury or property damages; (d) any unauthorized use of, or access to, Customer's site, the Services or any Managed.com servers, including, without limitation, any Customer Data or data including

personal and/or financial information stored thereon; (e) any interruption or cessation of Services related to the Managed.com site or any third party site; (f) any virus, worm, bug or the like which may be transmitted to or from the Site of any third party site; (g) any Customer Data or conduct that violates our Acceptable Use Policy or any other applicable policy; (h) equipment or services furnished by a third party; or (i) Customer's use, or inability to use, the Customer's website or the Services or any act or omission by Managed.com whether or not Customer has been apprised of the possibility of such damages. Customer's sole and exclusive remedy for any interruption in the Services shall be limited to a credit for Customer's actual downtime. Managed.com will only issue a credit for downtime in excess of two (2) hours. Customer may request a credit by written notice to Managed.com within five (5) business days of the applicable incident. Credits are calculated as a percentage of the prorated Monthly Recurring Fee for Services and applied to your next invoice. No credit may exceed the total Monthly Recurring Fee paid by Customer during the month of the interruption. Customer shall not be eligible for any credit if the interruption in Services is related to the acts or omissions of Customer, a third party or a Force Majeure.

- 5.3. Aggregate Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL MANAGED.COM'S AGGREGATE LIABILITY TO CUSTOMER, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER DURING THE THREE (3) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO CUSTOMER.

6. DATA SECURITY & PRIVACY.

- 6.1. Customer Data.** Customer is solely responsible for the security and content of all Customer, client and user data stored in Managed.com's hosted environment and any data, applications or third-party services run in or through the Managed.com provided environment (the "**Customer Data**").
- 6.2. Security.** Managed.com is not responsible for unauthorized access to Customer Data or unauthorized use of the Services through access provided by Customer to third party users. Customer is solely responsible for use of the Services by any of Customer's employees, affiliates, officers, directors, shareholders, agents, representatives, contractors, clients, users or any third party granted access to the Services or who gains access to the Services or Customer Data as a result of Customer's failure to use reasonable security precautions, even if such access was not authorized by Customer.
- 6.3. Payment Card Industry Standards.** Managed.com complies with the Payment Card Industry Security Standard ("**PCI Standard**") in connection with its collection and processing of our customer's data and billing information. However, Customer is solely responsible for the security of any data and billing information Customer collects from Customer's site from its clients and users. Managed.com will not monitor Customer or client sites for compliance and therefore is not able to verify whether Customer's site complies with the PCI Standards.
- 6.4. EU General Data Protection.** The Services are controlled and operated in multiple jurisdictions, including the United States, Australia and Ireland. Managed.com may share data with third parties around the world to assist in providing the Services (as further described in the Privacy Notice) and Managed.com makes no representation that the Services are appropriate or available for use in other locations unless otherwise agreed upon in writing. Customer shall notify Managed.com if it intends to use the Services with Customer that is subject to protection under General Data Protection Regulation 2016/679 ("**GDPR**"). Such notification shall require the Parties to execute a Data Protection Addendum ("**DPA**") under which Managed.com will be a Processor (as defined under the GDPR) on behalf of

Customer. Customer may not utilize any Services with Customer Data that is subject to GDPR protection until such time as the Parties have executed a DPA.

Customer acknowledges and agrees that those who access the Services do so at their own initiative and risk and are fully responsible for compliance with all Applicable Laws. Managed.com does not offer the Services where prohibited by law.

If Customer does not sign a DPA or otherwise notify Managed.com that it plans on using the Services in a location subject to GDPR, Customer acknowledges and agrees that it is the “Controller” (as that term is defined in the GDPR) of any data used within the Services, and that Managed.com is a “Processor” (as that term is defined in the GDPR). Customer also acknowledges and agrees that it is responsible for complying with all obligations of a Controller under Applicable Law (including the GDPR). To the extent the GDPR applies to Customer, Customer represents and warrants that in using the Services, it will clearly describe in writing how it plans to use any personal data collected and it will ensure it has a legitimate legal basis to transfer such personal data to Managed.com and that Customer has the necessary permissions and rights to allow Managed.com to receive, process, store, or access such personal data on Customer’s behalf.

- 6.5. **HIPAA.** The Services do not comply with the Health Insurance Portability and Accountability Act (“HIPAA”). Customer is solely responsible for compliance with all Applicable Laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Managed.com does not control or monitor the information or data you store on, or transmit through, the Services. Managed.com specifically disclaims any representation or warranty that the Services, as offered, comply with HIPAA. Clients requiring secure storage of “Protected Health Information” as defined under HIPAA are expressly prohibited from using the Service for such purposes. Storing and permitting access to “Protected Health Information” is a material violation of this Agreement, and grounds for immediate termination. Managed.com is not a Business Associate, subcontractor or agent of Customer pursuant to HIPAA and Managed.com is not a party to a Business Associate Agreement with Customer.

7. **CONFIDENTIAL INFORMATION.**

- 7.1. **General Requirements.** During the Term of this Agreement, either Party may disclose (the “Discloser”) or provide to the other Party (the “Recipient”) Confidential Information in connection with performing the obligations under or in connection with this Agreement or applicable Sales Order. “**Confidential Information**” means all non-public information disclosed by one Party to the other Party which is in any form and is either designated as confidential or is information, regardless of form, that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the Recipient at the time of disclosure by the Discloser; (b) was or is obtained by the Recipient from a third party not known by the Recipient to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by Recipient without the use of the Discloser’s Confidential Information.
- 7.2. **Use of Confidential Information.** Recipient may use Confidential Information of the Discloser only for the purposes of exercising Recipient’s rights and fulfilling Recipient’s obligations under this Agreement and shall not disclose or allow the disclosure of the other Party’s Confidential Information to any unauthorized third party. Recipient shall use the same degree of care, but not less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser’s Confidential

Information as it uses to protect its own confidential information of a similar type. Recipient shall disclose Confidential Information of Discloser only to personnel identified within a Sales Order hereunder on a need-to-know basis, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove any confidentiality or proprietary notices from Discloser's Confidential Information.

7.3. Exceptions. Recipient's obligation under this Agreement to treat information as Confidential Information does not apply to information that: (a) is already known to Recipient at the time of disclosure and was not obtained, directly or indirectly, from Discloser; (b) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information; (c) is obtained by Recipient from another source without a breach of any obligation of confidentiality owed by that source to Discloser; or (d) is or becomes part of the public domain through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with a subpoena or other legal process, court, or governmental request or order requiring disclosure, or is otherwise required by law or securities exchange requirement to disclose, any of Discloser's Confidential Information, Recipient shall, unless prohibited by law, promptly notify Discloser of that fact and cooperate fully (at Discloser's expense) with Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing the subpoena, legal process, request, order, or requirement to the extent deemed appropriate by Discloser. Recipient may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance. A non-public disclosure made pursuant to the foregoing sentence will not, by itself, remove any Confidential Information from the protections of this Agreement.

7.4. Return. Upon the expiration or termination of this Agreement or earlier, upon Managed.com's request, Customer shall promptly return to Managed.com any Managed.com Confidential Information. Alternatively, upon Managed.com's request Customer may destroy or irretrievably erase all Confidential Information in its possession, custody, or control. Managed.com reserves the right to require Customer to provide a signed certification or verification that all Confidential Information has been destroyed or erased.

8. INDEMNIFICATION.

Customer agrees to indemnify, defend, and hold harmless Managed.com (including any Affiliates, officers, directors, shareholders, employees and agents) (collectively "**Managed.com Indemnitees**") from and against any and all claims, suits, demands, actions, damages, judgments, fines, fees, costs, and expenses, including reasonable attorneys' fees arising from or related to any damages or liability arising from a third-party regarding:

- (a) Use of the Services by Customer, Customer's client or user;
- (b) Customer's breach of the Agreement;
- (c) Acts or omissions of Customer;
- (d) Customer Data;
- (e) An intentional tort, intentional misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of Customer, its clients or users; and
- (f) Any allegation that any part of the Customer Data or any other materials or resources provided to Managed.com by Customer or Managed.com's Indemnitees' use thereof constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third-party intellectual property right (including any misappropriation of a trade secret or other personal rights of a third party); provided Managed.com: (i) promptly notifies Customer in writing of the claim and (ii) cooperates with Customer, at Customer's expense, in such defense. Managed.com reserves the right (at its expense) to have its counsel participate in the defense of any claim.

9. ARBITRATION & CHOICE OF LAW.

PLEASE READ CAREFULLY AS THIS AFFECTS YOUR RIGHTS.

BECAUSE YOUR USE OF SERVICES REQUIRES THAT YOU CONSENT TO ARBITRATION OF YOUR CLAIMS OR DISPUTES, YOU WILL NOT HAVE THE RIGHT TO PURSUE YOUR CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF THAT PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. IF ANY COURT WERE TO FIND THAT THE ARBITRATION CLAUSE WERE UNENFORCEABLE FOR ANY REASON, THEN YOU AGREE TO PURSUE YOUR CLAIM EXCLUSIVELY IN A STATE OR FEDERAL COURT IN MINNEAPOLIS, MINNESOTA, AND AGREE THAT A JUDGE RATHER THAN A JURY IS TO ADJUDICATE YOUR CLAIM.

- 9.1. General.** You agree that any dispute or claim arising out of or relating in any way to your use of the Services must be resolved exclusively by binding arbitration in accordance with the terms and procedures set forth in below. The only exception would be if you have violated or threatened to violate the intellectual property rights of Managed.com or any third party, in which case Managed.com or that third party may go to court to seek an injunction or other appropriate relief. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Minnesota, as it is applied to agreements entered into and to be performed entirely within that State.
- 9.2. Notice Required.** Managed.com will attempt in good faith to resolve any issue you have with our Services if you bring that issue to the attention of our customer service department. However, Managed.com realizes that there may be rare cases where it may not be able to resolve an issue to a customer's satisfaction. If you intend to seek arbitration you must first send, by certified mail, a written notice of dispute to us at the following address: Deluxe Corporation, ATTN: General Counsel, 3680 Victoria St N, Shoreview, MN 55126. Deluxe Corporation is the ultimate parent company to Managed.com and Deluxe Corporation shall remain wholly liable for Managed.com's compliance with this Agreement. The notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from Managed.com. If an agreement to resolve the claim is not reached within thirty (30) days after the notice is received, you may commence an arbitration proceeding.
- 9.3. Arbitration Rules and Procedures.** Unless a different procedure is required by applicable law, the arbitration will be conducted before a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Supplementary Procedures for Consumer-Related Disputes. Unless a different result is required by applicable law, no claims of any other parties may be joined or otherwise combined into another's arbitration proceeding. In other words, You agree that You will not be allowed to file a class action or any kind of class or joint arbitration.

Any arbitration dispute shall be conducted before a single arbitrator. Such arbitrator shall be a lawyer knowledgeable and experienced in the field related to the Services, and shall not be affiliated with either Party, or otherwise have any current or previous relationship or association with either Party. The arbitrator's decision shall be final and legally binding on both parties and judgment may be entered thereon. Each Party shall be responsible for its share of the costs of the arbitration hearing as specified in the AAA rules. In the event a Party fails to participate in the arbitration after having been provided notice of the arbitration, unsuccessfully challenges the arbitrator's decision, or fails to

comply with the arbitrator's decision, the other Party is entitled to costs of the associated litigation, including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

The award of the arbitrators may be enforced by the prevailing party in any court having jurisdiction. Each Party consents to the non-exclusive jurisdiction of the courts of the State of Minnesota or to any Federal Court located within the State of Minnesota for any action: (i) to compel arbitration; (ii) to enforce any award of the arbitrators; or (iii) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim, or provisional equitable remedies.

If these arbitration terms are held to be invalid or otherwise unenforceable for any reason, it will be severed from this Agreement and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Minneapolis, Minnesota.

You agree that, even if a statute of limitations or other law provides for a longer time period, any action against Managed.com, its officers, directors, employees, agents, licensors, suppliers and any third-party providers of information, products, or services relating to the Services must be brought within twelve (12) months after the event that gave rise to the cause of action or it is forever barred.

9.4. Choice of Law and Venue. This Agreement shall be interpreted under the laws of the State of Minnesota, without regard to that body of law controlling conflicts of law. In any suit or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. The venue for any judicial proceeding for preliminary or temporary injunctive relief shall be in Hennepin County, Minnesota, and any objections or defenses based on lack of personal jurisdiction or venue are hereby expressly waived.

9.5. Remedies not Exclusive. Unless this Agreement expressly states that a remedy is exclusive, no remedy made available under this Agreement is intended to be exclusive.

10. ANTI-BRIBERY.

Customer, including any of its subsidiaries, affiliates, related entities, clients and representatives, represents and warrants that it has not directly or indirectly (a) made, accepted, promised, or authorized the giving of any unlawful payment, gift, promise, or other advantage to/from any foreign or domestic Government Officials or employees or to/from any foreign or domestic political parties or campaigns, or to/from any private third parties, or otherwise violated any provisions of any applicable anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder or the UK Bribery Act 2010 or (b) taken any action or engaged in any conduct, activity or practice for or on behalf of Managed.com that would otherwise constitute a violation of or an offense under any applicable anti-bribery laws. As used herein, "**Government Official**" means: (a) any elected or appointed government official and (b) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; where government is meant to include all levels and subdivisions of non-US governments (i.e., local, regional, or national and administrative, legislative or executive).

11. GENERAL PROVISIONS.

11.1. Independent Contractor Status. The Parties are independent contractors, and neither is, nor shall either party purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

- 11.2. Time Limit.** No action, regardless of form, relating to or in connection with this Agreement or any Sales Order may be brought more than one year after the cause of action has accrued, except that an action for nonpayment may be brought not later than one year following the due date of the last payment owing to the entity bringing the action.
- 11.3. Force Majeure.** No Party shall be responsible for any loss or damage to the other Party if that Party is unable to fulfill any part of its obligations under this Agreement, or is prevented or delayed from fulfilling such obligation, due to flood, fire, earthquake or other acts of God, war or hostilities, invasion, rebellion, riot, strike, lockout, court order, epidemic, pandemic (including the pandemic caused by the novel coronavirus that causes COVID-19) or any other cause beyond the control of the Party ("**Force Majeure**"). If a Force Majeure occurs, the Party affected shall promptly notify the other Party. The rights and obligations of a Party shall be suspended only for the duration and extend of the Force Majeure and once the Force Majeure ceases to exist, the rights and obligations of the Parties shall continue in full force and effect. Force Majeure shall not excuse Customer's payment obligations hereunder.
- 11.4. Entire Agreement.** This Agreement, any Sales Order and any materials incorporated herein by reference, represent the complete and entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior agreements and understandings between the Parties. In the event of a conflict between a Sales Order and this Agreement, this Agreement will control. This Agreement may not be amended except through a writing signed by each of the Parties hereto.
- 11.5. Severability.** Any provision or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions, and shall be modified or excised to the minimum extent possible so that this Agreement otherwise remains enforceable and in full force and effect.
- 11.6. Survival.** The provisions set forth in Sections 4 through 10 of this Agreement shall survive termination of this Agreement.
- 11.7. No Waiver.** No delay or omission by either Party in exercising any right or remedy hereunder available to that Party shall operate as a waiver of such right or remedy or any other right or remedy. No waiver of any right, obligation or default shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.
- 11.8. Injunctive Relief.** Customer acknowledges and agrees that Managed.com Confidential Information and Managed.com Materials constitute valuable trade secrets and/or property of Managed.com and that any impending or existing violation of Sections 7 or 8 of this Agreement may cause Managed.com irreparable injury for which it would have no adequate remedy at law and Customer agrees Managed.com shall be entitled to seek immediate injunctive relief prohibiting such violation, without the necessity of posting bond, in addition to any other rights and remedies available to it.
- 11.9. Governing Law.** This Agreement shall be interpreted under the laws of the State of Minnesota, without regard to that body of law controlling conflicts of law. Customer hereby submits and agrees to be subject to the exclusive jurisdiction of the Federal and State courts in Minneapolis, Minnesota, USA in any suit or proceeding arising out of or relating to this Agreement or the Products. In any suit or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and attorneys' fees. The venue for any judicial proceeding for preliminary or temporary injunctive relief shall

be in Hennepin County, Minnesota, and any objections or defenses based on lack of personal jurisdiction or venue are hereby expressly waived.

11.10. Assignment. Customer may not assign any right under this Agreement without the prior written consent of Managed.com, which consent may be granted or withheld by Managed.com in its sole discretion. Any such attempted assignment without such prior consent shall be wholly void.

11.11. Notices. All notices hereunder will be in writing and deemed to have been given (a) when personally delivered, (b) five (5) business days after being mailed by first class U.S. mail, return receipt requested, (c) when delivered by a nationally recognized overnight express delivery service, or (d) when delivered by other electronic transmission device, delivered as specified hereafter for each Party (unless a substitute address is specified in writing).

Notices to Managed.com:

Deluxe Corporation

ATTN: General Counsel

3680 Victoria Street North

Shoreview, MN 55126