

WORKWAVE INSTANT WEBSITE BUILDER™ SERVICE / WORKWAVE WEBSITE BUILDER™ SERVICE SUPPLEMENTAL TERMS

IMPORTANT: THESE ARE THE SUPPLEMENTAL TERMS PERTAINING TO THE WORKWAVE INSTANT WEBSITE BUILDER™ SERVICE AND THE WORKWAVE WEBSITE BUILDER™ SERVICE. THESE SUPPLEMENTAL TERMS ARE GOVERNED BY, AND SUBJECT TO, YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

YOUR EXECUTION OF AN ORDER FORM FOR THE WORKWAVE INSTANT WEBSITE BUILDER™ SERVICE OR THE WORKWAVE WEBSITE BUILDER SERVICE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE SUPPLEMENTAL TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE SUPPLEMENTAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE SUPPLEMENTAL TERMS SHALL CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO ESTABLISH TERMS FOR THE CONTINUED USE OF OUR SERVICES. ACCORDINGLY, WE RESERVE THE RIGHT TO MODIFY THESE SUPPLEMENTAL TERMS IN ACCORDANCE WITH YOUR MASTER SERVICES AGREEMENT. YOU AGREE THAT YOUR USE OF THE SERVICES TO WHICH THESE SUPPLEMENTAL TERMS APPLY CONSTITUTES YOUR AGREEMENT TO ANY SUCH MODIFICATION.

TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN YOUR MASTER SERVICES AGREEMENT.

- 1. Order Form and Fees.** You agree to pay the monthly fee for your access to and use of the WorkWave Instant Website Builder service or the WorkWave Website Builder service (each, a “Website Service”), in the amounts and in accordance with the payment schedule set forth in your Order Form. The Website Service are considered Services under your Master Services Agreement.
- 2. Term and Termination.** Your subscription to the Website Service will begin upon our acceptance of the Order Form and will continue until terminated in accordance with your Master Services Agreement. Notwithstanding the foregoing, if your Order Form for the Website Service states that your subscription will be coterminous with the term of the agreement for another WorkWave service to which you subscribe (a “Core Software Subscription Service”), your subscription to the Website Service will continue until termination of the Core Software Subscription Service.
- 3. Website Set-Up Logistics.**
 - 3.1. Access.** We will provide you with access to the Website Service after you have completed a Order Form. The Website Service will enable you to design your website based on your choice of different themes we offer.
 - 3.2. Your Information.** During the set-up process, you will provide various information required to create your website. You acknowledge and agree to provide true, accurate, current, and complete information about your business and agree to promptly update the information if any of it changes. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may suspend your website and we may terminate our obligations hereunder.

- 3.3. **Domains.** If requested, we will provide a URL for your website, subject to availability. If your website uses a domain name that you provide, you will be solely responsible for maintaining your domain name, including all renewals and paying all applicable registration and maintenance fees. In addition, you represent and warrant that you own all rights to such domain name or, alternatively, that you have the right to use the domain name in connection with your website.

4. Supplemental Privacy Matters.

- 4.1. **Privacy Policy.** Your website must have a privacy policy that complies with applicable legal requirements. We will make available a template privacy policy, which you will be able to modify as appropriate to describe your privacy practices, or which you may replace entirely with a privacy policy that describes your privacy practices. The template privacy policy that we make available will explain the privacy implications of your services and assumes, among other things, that:

- you will not trade, rent or sell users' personal information;
- you will not share users' personal information with third-parties for marketing and promotional purposes;
- you will allow users to opt-out of receiving marketing and promotional communications from you by email, phone and/or automated unsubscribe technology;
- upon request, you will provide users information regarding what data you have about them, change/correct data about them, and/or delete data about them;
- you will not knowingly collect or use any personal information from children under the age of 13; and
- you will take reasonable physical, electronic and procedural safeguards to protect users' personal information.

Regardless of whether you use the template privacy policy that we make available (with or without modifications) or replace it with another privacy policy, your website's privacy policy must disclose all of the privacy implications of your website, including your use and disclosure of data collected from your website. *Accordingly, if you elect to use the template privacy policy that we provide, you must carefully review it and confirm it is accurate and adequate for your specific intentions and uses. In particular, but without limitation, the template privacy policy does not include an exhaustive list of elements that may be required by law or by service provider guidelines (by way of example only, the template privacy policy does not contain elements that may be required regarding certain health care or financial information). The template privacy policy should NOT be construed as legal advice or be used as a substitute for seeking professional legal advice. The drafters and providers of the template privacy policy are not responsible for the use of the template or any information or absence of information in the template. Accordingly, you acknowledge and agree that you are solely responsible for ensuring that your privacy policy is adequate for your unique needs and that failure to do so may expose you and us to liability which you hereby agree you fully indemnify us for in accordance with the indemnification provision in your Master Services Agreement.*

4.2. Access to Information. You understand and acknowledge that we may, for purposes of quality assurance, access Your Content that you store in, and the messages that you send using, your website. It is your obligation to advise us if you want such access to Your Content to be limited and to determine whether your use of your website is in compliance with any privacy practices to which your business may be subject (such as the Health Insurance Portability and Accountability Act and other similar laws).

4.3. Disclosure of Information. In addition to the foregoing and your Master Services Agreement, you understand and acknowledge that we may disclose such of Your Content, including your contact and account information, to courts, law enforcement authorities and/or other relevant third parties, when such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action or pursue other relief when you or a third party are or may be: (i) violating any of our terms and conditions of use; (ii) causing injury or other harm to, or otherwise violating, our property or other legal rights or those of other users or third parties; or (iii) violating federal, state, local, or other applicable law.

5. Legal Requirements. You acknowledge and agree that you are solely responsible for providing any disclaimers, notices or other content that you may be required to include on your website due to legal, licensing or other requirements specific to your profession, business, location or any other requirements. Similarly, if you are prohibited from making certain statements on your website due to legal, licensing or other requirements, it is your sole responsibility to confirm your website's compliance in connection with each required approval.

6. License. Subject to your Master Services Agreement and these Supplemental Terms, we hereby grant you a limited, revocable, non-transferable and nonexclusive license to access and use the Website Service. This license does not permit you, and you agree not to: store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Website Service or your website, or otherwise distribute in any way the Website Service or your website other than as specifically permitted in these Supplemental Terms. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Website Service or your website, or create derivative works based on or in any manner commercially exploit the Website Service or your website, in whole or in part, other than as expressly permitted in these Supplemental Terms. Upon the termination of the Website Service, we shall immediately make your website inaccessible and you will no longer have any rights to the Website Service or your website. We reserve all rights not expressly granted in the Master Services Agreement or these Supplemental Terms.

7. Content.

7.1. Our Content. Other than Your Content (which is addressed below), (i) all material and services we provide to you, including, but not limited to, the design of and "look and feel," layout, email templates, photographs, graphics, images, text, audio, video, messages, interactive and instant messaging, design and functions, software, software documentation, files, documents, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, "Our Content"), and (ii) all of our trademarks, logos, and brand elements ("Our Marks"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other intellectual property laws.

You will not (and will not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in any of Our Content or Our Marks. We will promptly notify you if the use of any of Our Content infringes or could infringe the intellectual property rights of any third party. In such event, we will remove such of Our Content from the Website Service and your website and will use commercially reasonable efforts to provide replacement content, if applicable. You agree not to use any such infringing material after notice of such infringement or potential infringement.

7.2. **Your Content.** As between us, you own all of Your Content. You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, reproduce, display, perform, adapt, modify, distribute, make derivative works of and otherwise exploit Your Content in connection with the Website Service and your website. We may use Your Content to the extent it is (or has been) accessible on your website to advertise and promote our services. We may, but have no obligation to, monitor Your Content on your website, and, in our sole discretion, we may refuse to post, remove, or require you to remove, any of Your Content, in whole or in part, determined to be unacceptable, undesirable, inappropriate, or in violation of these Supplemental Terms.

7.3. **Your Representations.** In addition to the obligations under the Master Services Agreement, you are legally responsible for Your Content and we are in no way responsible for it. You represent and warrant that:

- you own all rights to Your Content or, alternatively, you have the unrestricted right to give us the rights described above, including the right to display the Your Content on your website;
- you have paid and will pay in full any fees or other payments that may be related to the use of Your Content; and
- Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, moral rights or other legal rights of any third party.

8. Third-Party Services.

8.1 **No Endorsement or Responsibility.** The Website Service may enable you to utilize third party services (each, a “Third Party Service”), such as Google Analytics, Google Tag Manager, Google+ directories, Facebook Pixel, domain providers and DNS providers, in connection with your website. You acknowledge and agree that we do not in any way endorse any Third Party Services, nor will we be responsible or liable in any way with respect thereto. You acknowledge that any and all use of Third Party Services will be done solely at your own risk and responsibility and may be subject to legal, financial and other terms governing such Third Party Services. We may, at any time and at our sole discretion, suspend, disable access to, or remove from your website any Third Party Services without any prior notice or liability to you.

8.2 **Access.** Depending on your individual circumstances, you may give us access, including by providing login and password information, to your accounts to one or more Third Party Services, to allow us to use and/or modify those Third Party Services on your behalf. If you give us access to any Third Party Service(s), you agree that you have read all contracts and written agreements

governing such access, login and password information and that you have all the necessary contractual and legal rights to give us such access, login and password information. In addition, you are authorizing us to use the functionality of the applicable Third Party Service(s) on your behalf in any manner we see fit.

9. **Disclaimers.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MASTER SERVICES AGREEMENT, WE (I) MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO YOU BY OR ON BEHALF OF US (INCLUDING ANY REPORTING, ANALYTICS AND SIMILAR INFORMATION) OR ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE SERVICE OR YOUR WEBSITE (INCLUDING ANY CONTENT SUBMITTED BY AN END-USER).

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