WebHostingM Technical Support Agreement

Overview

This document outlines the legal agreement between you and WebHostingM regarding your use of our technical support services. Itserves to protect both you and WebHostingM by establishing clear expectations and guidelines for our support relationship. We encourage you to carefully review the agreement in its entirety to ensure you fully understand your rights and responsibilities. By accessing and utilizing our support services, you agree to be bound by the terms and conditions set forth herein.

Key Points

- This agreement governs your access to and use of WebHostingM's technical support services.
- By using the services, you signify your acceptance of the terms outlined in this agreement.
- The agreement details your responsibilities as a user of our technical support services.
- Understanding your responsibilities ensures a smooth and efficient support experience.

1. DEFINITIONS

- **Agreement** means this Technical Support Agreement.

- **Applicable Law** means applicable international, federal, state, or local laws, statutes, ordinances, regulations, or court orders.

- **Beta Version** means any version of the software released by WebHostingM for testing as determined by WebHostingM in its sole discretion, including without limitation versions of the Software designated by WebHostingM as "BETA" or "EDGE".

- **WebHostingM** means AegisHawk LLC, the parent company of WebHostingM.

- **WebHostingM Customer Portal** means WebHostingM's customer service and Incident tracking system or such successor system as WebHostingM may designate from time to time which is presently available at dashboard.webhostingmagic.com or such other URL as WebHostingM may designate from time to time.

- **WebHostingM Partner** means a WebHostingM partner who has entered into a valid and existing Partner/Reseller Agreement with WebHostingM.

- **Effective Date** has the meaning given in the Support Pricing Agreement.

- **Incident** means a request by you for assistance in addressing a single technical problem relating to the services we provide. WebHostingM shall make the final determination as to what constitutes an "Incident" in its sole discretion.

- **Intellectual Property Rights** means trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under Applicable Law, including all applications for and registrations of any of the foregoing.

- **Normal Business Hours** means (a) twenty-four hours a day, seven days a week in the case of technical support related Incidents; and (b) 7:00 a.m. to 7 p.m. JST during business days and excluding holidays in the case of billing-related Incidents. WebHostingM may amend the definition of "Normal Business Hours" from time to time in its sole discretion by providing notice of such change on its website.

- **Complimentary Support Plan** has the meaning given in Section 2.6.2 (Eligibility for Submission of Incidents).

- **Priority Support Plan** means the Services provided by WebHostingM to individuals or entities who have purchased Priority Support from WebHostingM.

- **Enterprise Support Plan** has the meaning given in Section 2.6.2 (Eligibility for Submission of Incidents).

- **Scheduled Service Outage** means a period of time specified by WebHostingM during which WebHostingM will not provide the Services and/or when the tools to provide Services are unavailable.

- **Services** means the technical support services provided by WebHostingM in connection with this Agreement whether such services are provided via email, telephone support, the WebHostingM website (including without limitation the WebHostingM Customer Portal, the documentation, Frequently Asked Questions or discussion forums located on the website) or by any other means.

- **Software** means the cPanel software program(s) which WebHostingM uses to provide the Services, and corresponding documentation, source code, object code, Updates, user interfaces (including without limitation any web-based interfaces), printed materials and online or electronic documentation, excluding any third party components.

- **Submissions** has the meaning given in Section 3.5 (Submissions).

- **Support Fees** has the meaning given in Section 4 (Support Fees).

- **Support Pricing Agreement** means, as applicable, (a) the entered into between you and WebHostingM for the provision by WebHostingM of the Complimentary Support, Telephone Support or Priority Support, as applicable, which sets forth (among other things) the term, any applicable support fees and the number of Incidents you may submit under this Agreement; (b) the Pricing and Term Agreement entered into between you and WebHostingM with respect to the Software which sets forth (among other things) the term, any applicable Support Fees and the number of Incidents you may submit under this Agreement; (c) the term, termination and the technical support provisions of the WebHostingM Partner NOC Agreement entered into between you and WebHostingM; or (d) the term, termination and the technical support provisions of any agreement entered into between you and a WebHostingM Direct License, WebHostingM Partner or WebHostingM Distributor for the provision of technical support services related to the Software. The Support Pricing Agreement is hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.

- **Telephone Support** means the Services provided by WebHostingM over the telephone to individuals or entities who have paid the Support Fees applicable to telephone support.

- **Term** has the meaning given in the Support Pricing Agreement.

- **Territory** means the world, except to the extent that the provision of the Services or the use or distribution of the Software in certain countries or regions would cause either party to violate Section 9.13 (Export Controls).

- **Third Party Users** means authorized end users of the Software on our servers or via our billing system.

- **Trademarks** means all domestic and international trademarks, service marks, logos, trade names, trade dress, including all goodwill represented by each of the foregoing, whether registered or unregistered, of WebHostingM including without limitation WebHostingM, the WebHostingM logo and other materials as this might apply.

- **Unscheduled Service Outage** means a period of time during which WebHostingM is unable to provide the Services or during which it is not commercially reasonable for WebHostingM to provide the Services as a result of unforeseen circumstances including but not limited to force majeure events such as those set forth in Section 9.1 (Force Majeure).

- **Updates** means any bug fixes, patches, and other modifications of the software provided by WebHostingM.

- **Virtual Private Server** means a virtual server operating on a single physical server upon which multiple virtual servers may operate.

- **You or Your** means or refers to the individual or entity entering into this Agreement with WebHostingM, whether or not such terms are capitalized in this Agreement.

2. SERVICES

2.1 Provision of Services by WebHostingM: Subject to the terms and conditions of this Agreement, WebHostingM shall use commercially reasonable efforts to provide you with the Services during the Term provided that you have not exceeded:

- The number of Incidents set forth by the Support Pricing Agreement; or

- A commercially reasonable number of incidents as determined by WebHostingM if the Support Pricing Agreement does not specify the maximum number of Incidents. Notwithstanding the foregoing, WebHostingM may in its sole discretion elect to provide, to not provide, or to provide on a limited basis:

- The Services for Complimentary Support; and

- The Services for Beta Versions of the Software.

2.2 Normal Business Hours: WebHostingM shall use commercially reasonable efforts to provide the Services during Normal Business Hours, except in the event of a Scheduled Service Outage or an Unscheduled Service Outage.

2.3 Scope of Services: WebHostingM will provide the Services only in connection with Incidents that it determines are related to the Software or any third-party applications included with the Software. WebHostingM will not provide the Services for Incidents that it determines are related to third-party

software not included with the Software, operating systems, hardware or networks unless WebHostingM determines, on a case-by-case basis and in its sole discretion, that such issues are reasonably related to the Software or any third-party applications included with the Software. If you are a VPS or dedicated server customer, WebHostingM will only provide support for third-party software licensed through WebHostingM when you also have a license for WebHostingM & WHM for the same system.

2.4 Web, Email, and Telephone Support: WebHostingM shall use commercially reasonable efforts to provide the Services via its website using the WebHostingM Customer Portal or via email communications. WebHostingM will provide Telephone Support on a per-Incident basis if you pay the additional Support Fee as set forth in Section 4 (Support Fees). One Incident of Telephone Support can involve multiple telephone communications until WebHostingM closes the Incident pursuant to Section 2.8 (**Resolution of Incidents**). WebHostingM may on a case-by-case basis and in its sole discretion elect to provide support via telephone free of charge if it deems it necessary to do so in the event of a complicated or time-consuming Incident. WebHostingM shall provide the Services, and all Incidents shall be submitted, in the English language only.

2.5 Location of Services: WebHostingM shall make a reasonable effort to provide the Services at any facility it designates for the provision of such Services. The Licensed Server for which a particular Incident is submitted may be located in anywhere in the Territory. WebHostingM shall not provide the Services "on-site".

2.6 Submission of Incidents

2.6.1 WebHostingM Customer Portal: Except for Telephone Support Incidents which must be purchased via the WebHostingM website, all Incidents must be submitted via the WebHostingM Customer Portal or, in the case of WebHostingM Partners and WebHostingM Distributors, the Manage Interface (*as defined in the Partner NOC Agreement*).

2.6.2 Eligibility for Submission of Incidents: If you are a WebHostingM Partner or WebHostingM Reseller, Incidents you submit shall be deemed "Priority Support." If you are a WebHostingM shared hosting customer, Incidents you submit shall be deemed "Complimentary Support." You may obtain Priority Support by paying the applicable Support Fees for Priority Support or by obtaining Priority Support by meeting the qualifications established by WebHostingM.

2.6.3 Submission Details: In order for WebHostingM to provide the Services to you, you must provide all information requested by WebHostingM with respect to each Incident. If you fail to provide sufficient detail regarding the Incident, WebHostingM shall not be obligated to provide the Services to you.

2.7 Service Levels

2.7.1 Priority of Support: WebHostingM will use commercially reasonable efforts to prioritize its response to Incidents depending upon the level of support applicable to such Incidents in the following order: Telephone Support, Enterprise Support, Priority Support, Standard Support, and Complimentary Support. Notwithstanding the foregoing sentence, WebHostingM may elect to prioritize its response to a given Incident depending upon the relative severity of the support issues reported in other Incidents pending in the WebHostingM Customer Portal regardless of the level of support applicable to such Incidents.

2.7.2 Escalation of Incidents: WebHostingM maintains internal escalation procedures with respect to Incidents. In the event that a WebHostingM representative is unable to find a resolution to the Incident (*assuming a resolution is commercially feasible*), WebHostingM will escalate the Incident in accordance with

its internal escalation procedures. WebHostingM may change its internal escalation system from time to time within its sole discretion.

2.7.3 Support Levels: Subject to Section 2.7.1 (**Priority of Support**), WebHostingM will use commercially reasonable efforts to resolving all Incidents as soon as reasonably possible, but does not make any representations or warranties as to the timeliness of the resolution of any Incident. WebHostingM shall resolve all Incidents subject to Section 2.8 (Resolution of Incidents).

2.8 Resolution of Incidents: In the event that WebHostingM resolves your Incident, or makes a determination that no resolution is commercially feasible, WebHostingM will provide you notice through the WebHostingM Customer Portal and close the Incident on such system. Alternatively, WebHostingM may determine whether a support issue raised in an Incident constitutes a bug in the Software ("**Software Bug**") or a request for a new feature ("**Feature Request**"). If WebHostingM determines that a support issue raised in an Incident constitutes a Software Bug or a Feature Request, WebHostingM will close the Incident and determine whether such Software Bug or Feature Request should be forwarded to WebHostingM's development team for further consideration and possible correction or inclusion into the Software. Any information, feedback, ideas, or suggestions you provide to WebHostingM with respect to a Software Bug or Feature Request shall be deemed a Submission.

WebHostingM shall in its sole discretion determine:

- whether an Incident has been resolved;
- whether a resolution is commercially feasible;
- whether a support issue raised in an Incident constitutes a Software Bug or Feature Request; and
- whether or not and when to close an Incident.

WebHostingM will not provide the Services for closed Incidents.

2.9 Provision of Services to Third Party Users

2.9.1 Third-Party User Incidents: We pride ourselves on our dedication to customer service, including support for our various hosting services, servers, and applications. While our agents will do their best to offer as much support as possible, there are some issues that fall beyond our scope of support.

While WebHostingM agents may have outside knowledge of common web design issues and coding, we are unable to provide assistance with custom coding, web design, third-party script design and troubleshooting, and website optimization outside of basic internet research.

2.10 Support Data: In order to provide the Services to you, WebHostingM may collect information from you including but not limited to:

- IP addresses, usernames, and passwords necessary to login to SSH, WebHost Manager, and the Licensed Server's root directory;
- the usernames and passwords necessary to login into any affected accounts including email accounts, WebHostingM accounts, MySQL accounts, and other accounts; and
- other information that you voluntarily supply or that WebHostingM requests in order to resolve your Incident.

WebHostingM will use commercially reasonable efforts to preserve the security of the Support Data by using reasonable physical and electronic security measures (*except to the extent WebHostingM is required or*

permitted to disclose, access, or use such information by Applicable Law), but WebHostingM cannot guarantee the security of such data. To the extent that Applicable Law requires that you obtain any consents, permissions, or licenses from third parties (**including Third Party Users) or to give any notices or disclaimers to third parties (**including Third Party Users**) prior your disclosure of Support Data to WebHostingM, you agree to comply with such Applicable Laws prior your disclosure of Support Data to WebHostingM.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Submissions: With respect to any feedback, suggestions or ideas ("Submissions") that you submit to WebHostingM concerning the Software, Services, or any of WebHostingM's products or services, you agree that:

- Your Submissions will automatically become the property of WebHostingM, without any compensation to you;
- WebHostingM may use or redistribute the Submissions for any purpose and in any way;
- WebHostingM is not obligated to review any Submissions; and
- WebHostingM is not obligated to keep any Submissions confidential.

4. SUPPORT FEES

As a condition of the provision of the Services by WebHostingM under this Agreement, you shall pay WebHostingM the amounts set forth in your Support Pricing Agreement ("**Support Fees**") in accordance with the payment terms contained therein. All Support Fees are subject to change at any time.

5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on the Effective Date and shall automatically expire at the end of the Term.

5.2 Termination: WebHostingM may terminate this Agreement (a) in the event of your breach of this Agreement (or a Third Party User's breach of a provision of a Third Party Support Agreement or Third Party Support Agreement relating to the Service, Software or WebHostingM) upon 30 days notice to you if such breach remains uncured after the expiration of the 30 day notice period; (b) as set forth in Section 2.9 (Provision of Services to Third Party Users); or (c) immediately without notice in the event of your material breach of this Agreement (or a Third Party User's breach of a material provision of a Third Party Support Agreement or Third Party Support Agreement relating to the Service, Software or WebHostingM).

You acknowledge and agree that any breach by you or any Third Party User of the following provisions of the Agreement or any related provisions of a Third Party Support Agreement or Third Party Support Agreement shall each constitute a material breach: (i) any conduct inconsistent with the WebHostingM IP Rights as set forth in Section 3 (Intellectual Property Rights); (ii) any purported or attempted assignment, transfer, sale or other disposition or delegation of this Agreement or your rights and obligations with respect to this Agreement in violation of Section 9.8 (Assignment); (iii) any breach of Section 4 (Payment); and (iv) any breach of your representations and warranties under Section 6.1 (Mutual Representations).

Additionally, a material breach by you of any agreement or contract between you and WebHostingM, including without limitation a breach of WebHostingM's Trademark Usage Policy, any applicable EULA or the Partner NOC Agreement shall be deemed a material breach of this Agreement and shall give rise to

WebHostingM's right to terminate as set forth in this Section 5.2. The foregoing list of material breaches is a nonexclusive list.

5.3 Survival: Sections 1 (Definitions), (Support Fees), (Term and Termination), (Disclaimer), (Limitation on Liability), (Indemnification) and (Miscellaneous) shall survive termination or expiration of this Agreement for any reason.

6.1 Mutual Representations: Each party hereto represents and warrants to the other party that: (a) such party has the full right, power, and authority to enter into this Agreement on behalf of itself and to undertake to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its representations, warranties, terms, and conditions; and (d) such party will comply with all

Applicable Laws related to the Services and the performance of its obligations under this Agreement. 6.2 Limited Warranty: WebHostingM will use commercially reasonable efforts to resolve any Incident for which you have purchased Telephone Support. If WebHostingM determines, pursuant to Section 2.8 (Resolution of Incidents), that it is unable to resolve the Incident in a commercially feasible manner, WebHostingM will refund any Support Fees associated solely with the telephone support.

6.3 DISCLAIMER: EXCEPT AS SET FORTH IN THE LIMITED WARRANTY OF SECTION 6.2, THE SERVICES ARE PROVIDED "AS IS" AND WEBHOSTINGM HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE SERVICES AND ANY DATA ACCESSED THEREFROM, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WEBHOSTINGM DOES NOT WARRANT THAT THE SERVICES ARE OR SHALL BE ERROR-FREE OR WILL BE PROVIDED WITHOUT INTERRUPTION. IF THE SERVICES ARE DEFECTIVE, YOU ASSUME THE SOLE RESPONSIBILITY FOR THE ENTIRE COST OF ALL REPAIR OR INJURY OF ANY KIND, EVEN IF WEBHOSTINGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A DEFECT OR DAMAGES.

6.3.1: NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WebHostingM, ITS AFFILIATES, LICENSEES, DEALERS, SUB-LICENSORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED IN SECTION 6.2.

6.3.2: SOME JURISDICTIONS DO NOT ALLOW RESTRICTIONS ON IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY

7.1 Lost Profits; Consequential Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBHOSTINGM WILL NOT BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, BUSINESS INTERRUPTION, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION,

UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF webhostingm HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Total Cumulative Liability; Exclusive Remedy: EXCEPT FOR AMOUNTS OWED BY YOU TO WEBHOSTINGM UNDER SECTION 4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEBHOSTINGM'S AGGREGATE LIABILITY FOR DIRECT DAMAGES, UNDER THIS AGREEMENT (CUMULATIVELY) SHALL BE LIMITED TO THE TOTAL FEES COLLECTED BY WEBHOSTINGM FOR AN INDIVIDUAL PIECE OF SOFTWARE THAT IS THE SUBJECT OF AN INCIDENT UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 6.2 YOUR SOLE AND EXCLUSIVE REMEDY AND WEBHOSTINGM'S ENTIRE LIABILITY SHALL BE FOR WEBHOSTINGM TO REFUND THE SUPPORT FEES AS SET FORTH IN THAT SECTION. THE REMEDIES IN THE FOREGOING SENTENCE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES.

8. Indemnification

You shall indemnify, defend and hold harmless WebHostingM and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns and WebHostingM affiliates (and their its directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the "WebHostingM Parties") from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the WebHostingM Parties or any one of them in connection with any claims, suits, actions, demands or judgments ("Claims") related directly or indirectly to or arising out of (a) a breach of your representations, warranties or obligations under this Agreement; (b) in the event that you submit Incidents on behalf of Third Party Users pursuant to Section 2.9 (Provision of Services to Third Party Users), (i) a breach of a Third Party User's representations, warranties or obligations under any provisions in a Third Party Support Agreement relating to WebHostingM, the Software or the Services; and (ii) any Claims based upon or arising from any allegation that a Third Party User was harmed due to any termination or suspension of the Services to such user by WebHostingM pursuant to the terms and conditions of this Agreement; provided, however, that in any such case WebHostingM or its affiliates, as applicable, (x) provide you with prompt notice of any such claim; (y) permit you to assume and control the defense of such action upon your written notice to WebHostingM of your intention to indemnify; and (z) upon your written request, and at no expense to WebHostingM or its affiliates, provide to you all available information and assistance reasonably necessary for you to defend such claim. You will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to the WebHostingM Parties, without WebHostingM's prior written consent, which will not unreasonably be withheld. You will pay any (and all costs), damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by WebHostingM or its affiliates in connection with or arising from any such claim.

9. MISCELLANEOUS

9.1 Force Majeure: No party will be liable for any failure or delay in performance of any of its obligations hereunder if such delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection or intervention of any government or authority; provided, however, that any such delay or failure will be remedied by such party as soon as reasonably possible. Upon the occurrence of a force majeure event, the party unable to perform will, if and as soon as

possible, provide written notice to the other parties indicating that a force majeure event occurred and detailing how such a force majeure event impacts the performance of its obligations.

9.2 Independent Contractors: It is the intention of the parties that WebHostingM and you are and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between WebHostingM and you.

9.3 Choice of Law; Venue; Jurisdiction: This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia without regard to the conflicts of laws principles thereof. Any dispute or claim arising out of or in connection with the Agreement shall be finally settled and exclusively by the state or federal courts located in Atlanta, Georgia. For purposes of this Agreement, you and WebHostingM hereby irrevocably consent to exclusive personal jurisdiction and venue in the federal and state courts in Atlanta, Georgia.

9.4 Entire Agreement: This Agreement, together with all Exhibits hereto, represents the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior agreements and communications of the parties, oral or written.

9.5 Basis of Bargain: Section 6.2 (Limited Warranty), Section 7 (Limitations on Liability; Exclusive Remedies), and Section 8 (Indemnification) are fundamental elements of the basis of the agreement between WebHostingM and you and shall inure to the benefit of WebHostingM. WebHostingM would not be able to provide the Software on an economic basis without such limitations.

9.6 Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not effect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.7 Amendment or Modification: This Agreement may not be amended, modified, or supplemented by the parties in any manner, except by an instrument in writing signed by WebHostingM and you.

9.8 Assignment: This Agreement may not be assigned, transferred, delegated, sold, or otherwise disposed of, including without limitation by operation of law, other than as expressly set forth in this Section 9.8. This Agreement may be assigned, transferred, delegated, sold or otherwise disposed of in its entirety: by WebHostingM in its sole discretion. In addition, WebHostingM may delegate its performance under this Agreement in whole or in part to one or more affiliates, provided that WebHostingM will remain liable and responsible for any performance or obligation so delegated. A party's permitted successors or assignees must agree as a condition precedent to any assignment, transfer, or delegation to fully perform all applicable terms and conditions of this Agreement. No party may assign this Agreement to any entity that lacks sufficient assets and resources to continue to perform, to contractually required standards, all assigned obligations for the remainder of the Term. This Agreement will be binding upon and will inure to the benefit of a party's permitted successors and assigns. Any purported assignment, transfer, delegation, sale or other disposition in contravention of this Section 9.8, including without limitation by operation of law, is null and void.

9.9 Waiver: Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. No party will be deemed, by any act or omission, to have waived any of its rights or remedies

hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

9.10 Remedies Cumulative: Except as expressly set forth herein, no remedy conferred upon the parties by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

9.11 No Third Party Beneficiaries: This Agreement is made for the benefit of the parties only, and this Agreement is not for the benefit of and was not created for the benefit of, any third parties including, without limitation, any Third Party Users.

9.12 Notices: All notices or questions relating to this Agreement shall be directed to WebHostingM by sending an email with the subject: Technical Agreement Question

Any notice required to be given under this Agreement shall be deemed given by WebHostingM when sent to you by email to the contact information supplied by you to WebHostingM in the Support Pricing Agreement or the Partner/Reseller Agreement.

You may update such information from time to time upon written notice to WebHostingM at the address in this section 9.12. Any failure by you to provide WebHostingM with updated contact information will not invalidate the effectiveness of any notice sent by WebHostingM to the contact information previously supplied by you.

9.13 Export Controls: The parties agree to comply fully with all Applicable Laws of the United States, or of any foreign government to or from where a party is shipping, in connection with the import, export or re-export, directly or indirectly, of the Software in connection with this Agreement.

9.14 Time-Limited Claims: Regardless of any Applicable Law to the contrary, you agree that any claim or cause of action arising out of or related to the Software or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred. We believe in providing exceptional support to our customers. By fostering a clear and transparent relationship through this agreement, we can work together to resolve your technical issues efficiently and effectively.