

This Daxko Agency Addendum (“**Agency Service Agreement**”) sets out the terms and conditions for the Daxko Agency Services (“**Agency Services**”) selected by Customer in the Order Form and provided by Daxko, LLC and its affiliates as defined by the Order Form. This Agency Service Agreement is made as an additional addendum to the Master Services Agreement (“**Service Agreement**”). In the event of a conflict between the terms of the Order Form, the Service Agreement, and this Agency Service Agreement, this Agency Service Agreement will prevail.

1. Pricing. The provision of the Services defined above will be provided by Company to Customer (the “**Services**”) conditioned upon Customer’s payment of the fees set forth in Exhibit B (the “**Fees**”) of the Order Form. Company will use commercially reasonable efforts to perform the work necessary for Customer to begin using one or more of the Services on a date mutually agreed upon in writing by Customer and Company. Customer agrees to fully cooperate with Company and to provide Company all information and access to Customer’s operations during normal business hours or at such other times and days as may be mutually agreed to by the Parties, in order to configure and launch the Services and any updates. Customer shall not be refunded or granted an exchange once the Services are configured.

2. Ownership Rights.

a. Customer acknowledges and agrees that Company may access, use, preserve and disclose Customer’s account(s) information, including, but not limited to, any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other information or materials (collectively “**Content**”) posted or made available through the Service (together with any other information or data you provide to Company, collectively referred to as the “**User Content**”) if required to do so by law or if in Company’s reasonable determination, Company believes that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service;(e) protect the rights, property or personal safety of Company, its members and the public; or (f) otherwise provide you with access to and use of the Service.

b. By submitting User Content of any kind, Customer agree that you have the right to submit such User Content and that such User Content does not infringe or violate any privacy, property, or other rights of any party. Customer further agree that Customer will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or the Service and that Customer will be solely responsible for all User Content that Customer submits to or post within the Service, including the consequences of posting or publishing such User Content. It is strictly prohibited to upload User Content of any kind that contains expressions of hate, abuse, offensive images or conduct, obscenity, pornography, or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement.

c. Due to the global nature of the Internet, Customer agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, Customer agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Customer resides.

3. Limitations/ Restrictions. Any unauthorized modification of Company’s website themes (“**Theme**”) shall be a material breach of this Agreement. Except as specified in this Agreement, Customer is prohibited from: (i) Distributing, transferring possession, integrating into other programs or software, copying, lending, renting, leasing, transmitting or otherwise making copies of or use of the Theme or the database to any third party; (ii) Modifying, adapting, or creating derivative works of the Theme or the database; (iii) Disabling any password or other protective device incorporated into the Theme; (iv) Attempting in any way to obliterate or destroy the copyright notices, trademarks, service marks of Company in or on the Theme, or any watermarks; or (v) Using the Theme or database in any way past the expiration of the Term.

4. Copyright. Company has in place certain legally mandated procedures pursuant to the Digital Millennium Copyright Act (“DMCA”) regarding allegations of copyright infringement occurring in the Copyright. Company reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service by any user who is alleged to have infringed on the intellectual property rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company’s policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company’s agent for copyright issues relating to the Service at the following:

600 University Park Place #500
Birmingham, AL 35209
Attn: Daxko Office of Privacy
legal@daxko.com
Or call: (847) 597-1740

If you believe that any User Content that you submitted through the Service and was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use such User Content, you may send a counter-notice containing the following information to COMPANY’s agent for copyright issues: (a) your physical or electronic signature; (b) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or misidentification; and (d) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the appropriate federal court in Birmingham, Alabama, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by Company’s agent for copyright issues, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company’s sole discretion.

5. Digital Marketing. Customers receiving Digital Marketing services will have accounts setup and managed for paid advertising through Google Ad Words, Google Grants, and/or Facebook Ads for client campaigns. Any third party fees shall be paid directly by Customer through the Customer’s merchant account. Customer agrees to spend a minimum of \$1,000.00 per month on paid advertising (such as pay per click) through Google or Facebook, provided that for maximum effectiveness, Company may recommend additional paid advertising through Google or Facebook based on Customer location, keyword competition, and other relevant factors. Company is not responsible for the Customer overwriting Digital Marketing work to the Customer’s site (e.g., Customer/webmaster uploading over work already

provided/optimized). The Customer will be charged an additional fee for re-constructing content, at then-standard hourly rates. Customer acknowledges that Company has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future, and that the Customer's website may be excluded from any search engine at any time at the sole discretion of the search engine.

6. Out of Scope Customizations. Any website customizations specially requested by Customer shall be subject to a separate statement of work mutually agreed upon by the parties and shall be billed on an hourly basis at Company's then-standard rates as may be set forth in a separate statement of work signed by both parties or as invoiced by Company.

7. Delivery of Website after Buy Out. Upon buy out of website at then standard rates, Company will deliver applicable website files in a standard zipped format. This will include the database, WordPress theme, WordPress core files, and plugins or works for hire that are not exclusively owned by Company, and which are the subject of third-party licenses, which may have ongoing license terms applicable to Customer's use of the delivered materials. Client is responsible for installation and transfer of website to new host and for transfer of any sublicenses or other intellectual property associated developed due to customized Services. Theme and Plugin licenses that were purchased by Company are not included and will not be provided to the client. Following buy out of a website and delivery of the applicable website files, Company shall have no further obligations (including, without limitation, hosting, service or support obligations) under this Agreement with respect to such website. Upon payment of such agreed-upon buyout Company grants a perpetual, fully-paid up license to use, modify, create derivative works of, distribute, and publicly display the applicable website solely for your internal business purposes of marketing and providing information via the website regarding Customer's business, subject to the terms and restrictions of any third-party licenses applicable to third-party material which may be included in the website delivered.

8. Website Administration. Administrative rights to the website shall be granted to the person designated by the Customer (e.g., the business entity entering into this Agreement). Such rights can be delegated to or revoked from another administrator at the request of the business owner or at the time of set-up of the website. In the case of any conflict related to administrative rights, the business owner shall have all authority to add or remove administrative rights to any user. In the case where the business is owned in equal parts by two or more owners, authority shall be assigned to the managing director or other assigned decision maker according to the then current corporate papers. If the decision-making authority is not clear then, in Company's sole discretion, changes will only be made with Company's written authorization from a majority of participating business owners or other method in writing as established in the corporate papers. Company may, at Company's sole discretion, request documentation establishing to Company's satisfaction the website owner prior to transferring administrative rights. Customer agrees that Company shall have no liability to Customer, and Customer releases Company from, any liability related to the transfer of administrative rights in accordance with this section.

9. Overburdening Resources. Customer may not overburden the Service. Customer may not place excessive burdens on Company's, or the providers of third-party Services', CPUs, servers or other resources or interfere with the services we provide to other customers.

10. Selected Agency Services. All Services will be provided to Customer or other Customer Users over the internet and, subject to and conditioned on Customer's compliance with the terms of this Agreement, Company will use commercially reasonable efforts to make the Services available to Customer or any applicable at all times. Company is not responsible for Customer's system performance or system inaccessibility, or any loss of business resulting therefrom, due to scheduled downtime or maintenance, or any factors outside of Company's control or unrelated to the Services. Customer its responsible for the security regarding their respective passwords, access and usage of the Services.

Company will provide the Service package(s) indicated in their Order Form, as more specifically set forth below:

a. Website Packages

Standard Website 25 - Up to 184 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Build
 - Theme build for up to 25 Pages* leveraging predefined page templates
 - One round of revisions on initial comp
 - One round of revisions post implementation
- Unlimited website content updates following a .5 hours/month guideline and completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Content updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 10-hour guideline during build and then .5 hours/month thereafter

*Final page count to be determined after Discovery phase.

Standard Website 100 - Up to 323 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Build
 - Theme build for up to 100 Pages* leveraging predefined page templates
 - One round of revisions on initial comp
 - One round of revisions post implementation
- Unlimited website content updates following a .5 hours/month guideline and completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Content updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 15-hour guideline during build and then .5 hours/month thereafter

*Final page count to be determined after Discovery phase.

Standard Website 200 – Up to 505 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Build
 - Theme build for up to 200 Pages* leveraging predefined page templates
 - One round of revisions on initial comp
 - One round of revisions post implementation
- Unlimited website content updates following a .5 hours/month guideline and completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Content updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 20-hour guideline during build and then .5 hours/month thereafter

*Final page count to be determined after Discovery phase.

Semi-Custom Website with Full Support – Up to 849 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Build for up to 200 pages*
 - Theme Build
 - Up to 196 theme pages leveraging predefined categories
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Custom Build
 - Up to 4 custom pages
 - Homepage
 - Join
 - Membership
 - Give
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Final review prior to website launch
- Unlimited website content updates following a 2.75 hours/month guideline and completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Content updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any

new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).

- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 32-hour guideline during build and then 1.5 hours/month thereafter

*Final page count to be determined after Discovery phase.

Semi-Custom Website with Training - Up to 668 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Build for up to 200 pages*
 - Theme Build
 - Up to 196 theme pages leveraging predefined categories
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Custom Build
 - Up to 4 custom pages
 - Homepage
 - Join
 - Membership
 - Give
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Final review prior to website launch
- Client granted full site access created upon going live and the completion of website training
 - Up to 4 hours of website training will be provided at one time to staff members
 - Website Support Team to handle post-launch standard website updates for an additional fee of \$60 per hour completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Standard website updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 32-hour guideline during build and then 1.5 hours/month thereafter

*Final page count to be determined after Discovery phase.

Full-Custom Website with Support – Up to 2,751 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Custom Theme Build for up to 300 pages*
 - 1 Custom theme development
 - One round of revisions on initial comp

- One round of revisions post implementation
- Theme Build
 - Up to 296 theme pages leveraging predefined categories
 - One round of revisions on initial comp
 - One round of revisions post implementation
- Custom Build
 - Up to 4 custom pages
 - Homepage
 - Join
 - Membership
 - Give
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Final review prior to website launch
- Unlimited website content updates following a 2.75 hours/month guideline and completed within 48 business hours
 - All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
 - Content updates include:
 - Copy edits and additions, image changes, page additions within scope
 - Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 32-hour guideline during build and then 2 hours/month thereafter

*Final page count to be determined after Discovery phase.

Full-Custom Website with Training – Up to 848 Hours

- Technology Build, Monthly Hosting, and API Development & Implementation
- Website Custom Theme Build for up to 300 pages*
 - 1 Custom theme development
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Theme Build
 - Up to 296 theme pages leveraging predefined categories
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Custom Build
 - Up to 4 custom pages
 - Homepage
 - Join
 - Membership
 - Give
 - One round of revisions on initial comp
 - One round of revisions post implementation
 - Final review prior to website launch
- Client granted full site access created upon going live and the completion of website training

- Up to 4 hours of website training will be provided at one time to staff members
- Website Support Team to handle post-launch standard website updates for an additional fee of \$60 per hour completed within 48 business hours
- All requests must be submitted in writing to websites@daxko.com or submitted through authorized support channels.
- Standard website updates include:
 - Copy edits and additions, image changes, page additions within scope
- Website updates do not include any pages beyond the page count outlined in the initial framework, any edits that require formatting that does not fit the theme, changes to layout structure, and any pages outside of the page options listed above. This also includes any new custom design or page creation that is outside the general theme's design. Custom work will be billed at our standard hourly rate (\$175/hour with a two-hour minimum).
- With the exception of read-only access to log files, neither client, nor any users, shall have the authority to access, read, or write data to any other location or account on the company servers via FTP, SFTP, SSH or any other means.
- Account Management throughout the build process following a 32-hour guideline during build and then 2 hours/month thereafter

*Final page count to be determined after Discovery phase.

b. Search Engine Optimization (SEO)

Standard SEO 25 - Up to 167 Hours

- Strategy Creation & Presentation
- Implementation
 - Back-end optimization for up to 25 pages*
 - On-page optimization for up to 5 pages*
- Ongoing Management & Reporting
 - Monthly management
 - Quarterly reporting

*Page recommendations to be made after Discovery phase.

Standard SEO 100 - Up to 268 Hours

- Strategy Creation & Presentation
- Implementation
 - Back-end optimization for up to 100 pages*
 - On-page optimization for up to 5 pages*
- Ongoing Management & Reporting
 - Monthly management
 - Quarterly reporting

*Page recommendations to be made after Discovery phase.

Standard SEO 200 - Up to 349 Hours

- Strategy Creation & Presentation
- Implementation
 - Back-end optimization for up to 200 pages*
 - On-page optimization for up to 5 pages*
- Ongoing Management & Reporting
 - Monthly management

- Quarterly reporting

*Page recommendations to be made after Discovery phase.

Semi-Custom SEO - Up to 439 Hours

- Strategy Creation & Presentation
- Implementation
 - Back-end optimization for up to 200 pages*
 - On-page optimization for 10 pages*
- Ongoing Management & Reporting
 - Monthly management
 - Quarterly reporting

*Page recommendations to be made after Discovery phase.

Full-Custom SEO - Up to 620 Hours

- Strategy Creation & Presentation
- Implementation
 - Back-end optimization for up to 300 pages*
 - On-page optimization for 20 pages*
- Ongoing Management & Reporting
 - Monthly management
 - Quarterly reporting

*Page recommendations to be made after Discovery phase.

c. Digital Marketing:

Google Ad Grant - Up to 338 Hours

- Google Grant account set up
- Research & strategy including presentation
- Build
 - Platform set up, strategy implementation & launch
- Ongoing Management & Reporting
 - Campaign management & updates
 - Monthly dashboard report
 - Quarterly performance report
- Account Management throughout the build process following a 10-hour guideline during build and then 1 hours/month thereafter

Social Media Consulting - Up to 10 Hours/month

10 hours/month to be leveraged as a retainer to support Client in the management and advancement of their Social Media presence. The Ongoing Facebook Page Consultation is our recommendation of how to use these hours and will be how our team uses them unless additional projects are outlined 30 days in advance and do not exceed Social Media platform work.

Ongoing Facebook Page Consultation

- Initial consultation
- Weekly page management

- Monthly content collection and calendar
- Weekly content posting
- Ongoing quarterly recommendations
- Quarterly reporting
- Ongoing Account Management following a 1 hour/month guideline

Digital Marketing – Tier 1 - Up to 411 Hours

- Strategy & Build
 - Research & strategy including presentation
 - Up to two platforms – Facebook & Google Ads
 - 1 campaign per platform for no more than 2 campaigns live at a time
 - Initial campaign preparations
 - Custom landing page creation
- Ongoing Management & Reporting
 - Ongoing campaign management
 - Reporting
 - Monthly reporting dashboard
 - Quarterly performance call
- Account Management throughout the build process following a 10-hour guideline during build and then 1 hours/month thereafter

Digital Marketing Tier 2 – up to 626 Hours

- Strategy & Build
 - Research & strategy including presentation
 - Up to two platforms – Facebook & Google Ads
 - 2 campaigns per platform for no more than 4 campaigns live at a time
 - Initial campaign preparations
 - Custom landing page creation
- Ongoing Management & Reporting
 - Ongoing campaign management
 - Reporting
 - Monthly reporting dashboard
 - Quarterly performance call
- Account Management throughout the build process following a 10-hour guideline during build and then 1 hours/month thereafter

Digital Marketing Tier 3 - up to 828 Hours

- Strategy & Build
 - Research & strategy including presentation
 - Up to two platforms – Facebook & Google Ads
 - 4 campaign per platform for no more than 8 campaigns live at a time
 - Initial campaign preparations
 - Custom landing page creation
- Ongoing Management & Reporting
 - Ongoing campaign management
 - Reporting
 - Monthly reporting dashboard
 - Quarterly performance call
- Account Management throughout the build process following a 10-hour guideline during build and then 1 hours/month thereafter.