

**This Master Agreement (the "Agreement") is for the use of Firespring Software as a Service (or SaaS) as defined below. Use of Firespring SaaS is expressly conditioned upon your acceptance of and compliance with the following terms and conditions.**

**1. DEFINITIONS.** The following terms have the meaning set forth herein:

1. **Customer Data:** All materials, including but not limited to graphic, picture, text, audio, video, software or information not generated by Firespring, Inc. or under contract or agreement with Firespring, Inc. posted by or at the direction of or on behalf of Master User and Subusers on Firespring SaaS.
2. **Privacy Policy:** The Firespring [Privacy Policy](#) identifies the manner in which Firespring, Inc. obtains, accesses and provides others with access to information obtained by Firespring, Inc. Firespring, Inc. reserves the right to modify the Privacy Policy from time to time. The Firespring Privacy Policy, as revised, is hereby incorporated by reference. In the event of any conflict between the terms of the Privacy Policy and the terms of this Agreement, the terms of this Agreement shall govern.
3. **Firespring SaaS:** (may also be referred to as "Services" or "Application Services.") The communication, website and business tools which are web-based and which are generally known as "Firespring", "Springboard", "Content Management System", "Administrative Area" and/or "Firespring SaaS." Firespring SaaS also includes any revised software, updates, supplements, and Internet-based services of Firespring, Inc. Firespring SaaS allows remote access to application software via the Internet and will be hosted on servers maintained and secured or contracted for by Firespring, Inc. Firespring, Inc. retains title to the Services and does not transfer the software to its customers or grant a license for such software to its customers.
4. **Master User:** (may also be referred to as "Client" and/or "Primary Administrator".) An individual or entity paying for and accessing Firespring SaaS under the Master Agreement. A Master User Account will consist of one person with a distinct user name which requires a password who is accessing Firespring SaaS under the account established for the Master User. This person shall be the primary contact with Firespring, Inc. for subsequent billing and account information and changes. Firespring, Inc. retains title to the software it hosts, and does not transfer the software to the Master User or grant a license for such software to the Master User.

**2. GRANT OF SERVICE.** Firespring, Inc. grants Master User, a non-exclusive, non-transferable, worldwide right to use Firespring SaaS as set forth herein. All rights not expressly granted to Master User are reserved to Firespring, Inc.

**3. RELATED DOCUMENTS.** Individual Services may be subject to additional specific terms and conditions. The pricing details, Client requirements and Services descriptions may be included on a separate "Schedule of Services" when applicable. If and where any of the specific terms and conditions in the Schedule of Services conflict with, contradict, expand or limit any of the terms and conditions of the Agreement, the Schedule of Services shall take precedence and priority where applicable and without affecting or nullifying any other portion of the Agreement in whole or in part. In the absence of a Schedule of Services, or where a Schedule of Services does not address terms and conditions covered in the Agreement, the Agreement shall be in effect and enforced.

**4. USER FEE AND PAYMENT.** Access to the Firespring SaaS will be granted to Master User upon receipt of full-payment of the initial fee specified in the sign-up process or unless otherwise stated. Certain Firespring Services have a recurring service fee. The recurring service fee is due in advance on the first business day of each calendar month unless otherwise indicated. The payment will be made by electronic funds transfer from a checking account or by credit card or any other method of payment agreed to, by and between Client and Firespring, Inc. The Client accepts and

understands that Firespring, Inc. is allowing the Client access to Services in exchange for the recurring service fee. Further, Client understands that by discontinuing or failing to pay the recurring service fee to Firespring, Inc. the Client effectively forfeits the rights for ongoing use of the Services.

5. **TERM.** The Term for the use of SaaS shall be month to month term unless terminated in writing by Master User or by Firespring, Inc.
6. **TERMINATION OF AGREEMENT BY Firespring, Inc.**
  1. Firespring, Inc. may immediately terminate this Agreement if Master User violates the terms of this Agreement.
  2. Firespring, Inc. may immediately terminate this Agreement at the end of the last billing cycle, if Master User fails to pay the SaaS fee or to make any other required payment within thirty (30) days following receipt of written notice that such payment is due.
  3. The termination of this Agreement shall rescind the service granted and revoke all rights granted to or accrued by Master User to use Firespring SaaS.
  4. In the event of Termination for non-payment, Firespring, Inc. may disable Master User's access to and use of Firespring SaaS until such time as Firespring, Inc. has received full payment.
7. **TERMINATION OF AGREEMENT AFTER INITIAL TERM AND DATA RETRIEVAL BY MASTER USER.** Master User may terminate this Agreement with 30 days advance notice in writing to Firespring, Inc. The termination shall take effect at the end of the last fully paid service cycle, or as otherwise agreed by the parties.
8. **RETRIEVAL OF DATA**
  1. If this Agreement is terminated by Firespring, Inc., then Master User may retrieve all Customer Data upon making payment in full of all monies owed to Firespring, Inc. Such retrieval may, at the Master User's reasonable discretion, be in hard copy or in electronic form and shall occur no later than five (5) business days following receipt of payment by Firespring, Inc. Master User shall contact Firespring, Inc. and make arrangements to retrieve its Customer Data no later than sixty (60) days following termination of this Agreement by Firespring, Inc. Firespring, Inc. shall not be responsible for any Customer Data not retrieved within ninety (90) days following termination of this Agreement by Firespring, Inc.
  2. If this Agreement is terminated by Master User, and Master User is current in all payment obligations to Firespring, Inc., then Master User shall contact Firespring, Inc. and make arrangements to retrieve its Customer Data no later than sixty (60) days following termination of this Agreement by Master User. Firespring, Inc. shall not be responsible for any Customer Data not retrieved within ninety (90) days following termination of this Agreement.
9. **GUARANTEE.** If Client is not completely satisfied with Firespring SaaS services, Client has 12 months to contact Firespring, Inc. and will be given a full refund for costs related to monthly services. Additionally, Firespring, Inc. will provide a 90-day money-back guarantee for Client's onboarding costs if Client has taken their Firespring SaaS site live in 30 days or less. Any costs related to custom design and/or custom development is non-refundable.
10. **INITIAL TRAINING.** Firespring, Inc. will provide initial training to Master User in relation to Firespring SaaS.
11. **TECHNICAL SUPPORT.** Firespring, Inc. will provide unlimited access to Master User to online support resources for the Firespring SaaS. Additional, live support may be available during daytime business hours in the U.S. on some products as specified in the sign-up process.
12. **MODIFICATIONS UPGRADES AND ENHANCEMENTS.** Firespring, Inc. may provide modifications, upgrades and enhancements ("modifications") at no additional cost, at Firespring, Inc.'s sole discretion.
13. **FIRESPRING, INC. PROTECTION**

1. Firespring SaaS and related documentation are protected by various trademarks, copyrights and pending patents both in the United States and internationally and they also contain trade secrets and confidential materials. All Customer Data transmitted through, posted on, or used in connection with Firespring SaaS are owned by Master User and not the subject of this provision.
2. Master User shall not, and it shall not allow another person to make, or make an attempt to, examine, copy, alter, "reverse engineer," tamper with or otherwise use Firespring SaaS except as set forth herein.
3. Master User further acknowledges and agrees that it has no proprietary interest in the Firespring SaaS, that all proprietary interest in the Firespring SaaS is owned and controlled by Firespring, Inc. and that Master User will not attempt to or allow an attempt to transfer, duplicate, sell, license, or otherwise dispose of, in whole or in part, the Firespring SaaS or any component part thereof, to any, affiliate, or any third party, except as specifically provided herein.
4. Master User acknowledges and agrees that the obligation of confidentiality and protection of Firespring, Inc.'s confidential and proprietary information shall survive the termination of this Agreement.

#### **14. SERVICE ACCESSIBILITY AND SECURITY**

1. For services that require online availability, Firespring, Inc. represents and warrants that Firespring SaaS connectivity will maintain a level of at least 99.6% uptime, excluding scheduled maintenance. Firespring, Inc. shall store and operate the Firespring SaaS on Firespring, Inc.'s internet servers or the servers of qualified and contracted Firespring, Inc. vendors and partners. The parties expressly recognize that Internet servers, infrastructure and links are susceptible to crashes and downtime. Firespring, Inc. warrants that it shall maintain a consistent link with the internet, but cannot and does not warrant that it shall maintain a continuous and uninterrupted link. Firespring, Inc. may, at its own discretion, temporarily suspend the Firespring SaaS or any portion thereof for the purpose of repair, maintenance or improvement of the Firespring SaaS or any related system or infrastructure. However, Firespring, Inc. shall provide prior notice where it is reasonably practicable under the circumstances, and Firespring, Inc. shall restore the Firespring SaaS as soon as is reasonably practicable. Client shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond Firespring, Inc.'s control or which is reasonable in duration. The parties expressly recognize that it is impossible to maintain flawless security, but Firespring, Inc. shall take reasonable steps in accordance with current industry standards to prevent security breaches in the Firespring SaaS or related systems or infrastructure. However, Client is solely responsible for preventing password protected areas of the Firespring SaaS within their control from being automatically indexed and linked to by internet search engine services. Client is solely responsible for any damage caused by such unauthorized access, and Client indemnifies and holds Firespring, Inc. harmless for any compromise of Client's security.
2. If the customer's level of performance falls below the committed service levels, then the customer is eligible for a credit. Before initiating the process for obtaining a credit, the customer must first have reported the trouble to Firespring, Inc. by calling Firespring, Inc. Firespring, Inc. will open a trouble ticket and coordinate the repair of the Firespring SaaS. Should the customer request a credit, they would email Firespring, Inc. at [accounting@firespring.com](mailto:accounting@firespring.com) with a description of the requested credit along with a description of the issue within twenty (20) calendar days of the outage. Firespring, Inc. will notify the customer once the credit has been approved or declined. Note that outage time begins when the customer reports the trouble and releases the affected components to Firespring, Inc. and ends when Firespring, Inc. notifies the customer that the problem has

been resolved and the components are available for the customer to use.

3. A dedicated customer's credit cannot exceed the monthly charge. Firespring, Inc. is not responsible for failure to meet performance objectives for any of the following reasons:
  1. The negligence of the customer or others authorized by the customer to use the Firespring SaaS.
  2. Interruptions or delays due to the failure of power, equipment, services, or systems not provided by Firespring, Inc.
  3. Interruptions or delays due to access lines or Customer Premises Equipment whether provided by Firespring, Inc. or others.
  4. Interruptions or delays during any period in which Firespring, Inc. or its agents are not afforded access to the premises where access lines associated with the services are terminated.
  5. Interruptions or delays during any period when the customer or user has released a service(s) to Firespring, Inc. for maintenance or rearrangement purposes or for the implementation of a customer order.
  6. Interruptions or delays during any period where the customer elects not to release the service(s) for testing and/or repair and the customer continues to use service.
  7. Interruptions not reported to Firespring, Inc. or where there is a trouble reported, but no trouble found.
  8. Interruptions or delays due to labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Firespring, Inc.'s reasonable control.
4. The Firespring Internet network includes the customer's access port (the port on the Firespring, Inc. aggregation router upon which the customer's circuit terminates) and the Firespring, Inc. backbone network. The Firespring, Inc. backbone network includes Firespring, Inc. owned and controlled routers and circuits (including any transit connections). The Firespring, Inc. network availability guarantee does not include the local access circuit, Customer Premise Equipment (router or CPE) or customer's Local Area Network (LAN), scheduled maintenance events (Firespring, Inc. reserves the right to schedule maintenance and upgrades to the network), customer caused outages or disruptions, interconnections to or from and connectivity with other Internet Service Provider (ISP) networks. Upon reasonable advance notice to the customer, Firespring, Inc. may schedule maintenance events.
5. If the network availability guarantee is not met in a calendar month and the above steps have been taken, the customer will receive a credit of 1/30th of the monthly recurring charge for that month for each day of outage in excess of 99.6% under this Agreement.
6. Firespring, Inc. is not liable or responsible for any failure or delay in performance of the Agreement caused directly or indirectly by events outside of human control, such as, flood, fire, war, criminal activity, strikes, electrical or equipment failures, failures by unaffiliated third parties, or other events beyond its control. Acceptance of the Agreement shall constitute a waiver and release of Firespring, Inc. by Client for any claim for damages, setoff, discount or other liability on account of delay.
15. **DISCONTINUENCE OF BUSINESS.** In the event that Firespring, Inc. discontinues business operations or otherwise discontinues providing the Firespring SaaS, except for causes because of unforeseeable matters (such as natural disasters) beyond control of Firespring, Inc., Firespring, Inc. shall make a good faith effort to provide Client with the files, data, graphics, documentation and all materials reasonably necessary for the Client to transition from the Service in an expeditious manner. The materials will be provided to Client or its designee using suitable electronic media and format. Firespring, Inc. will assist in the transfer of any other intellectual property owned by Client including, but not limited to, Internet domains, client data, electronic documents and graphics.

16. **PROPRIETARY RIGHTS.** The parties expressly recognize and accept that Firespring, Inc. has developed proprietary technology and has given Client permission to use the Firespring SaaS. Client further understands that by discontinuing payment to Firespring, Inc. for access to the Firespring SaaS that Client effectively forfeits all rights for its ongoing use. Any changes, additions or enhancements in the form of new or partial programs or documentation as may be provided to Client by Firespring, Inc. under this Agreement shall remain the proprietary property of Firespring, Inc.
17. **ACCEPTABLE USE.** Firespring, Inc. may in its sole discretion determine whether the use of the Firespring SaaS or the Firespring E-mail Network ("Network") is a violation of this Agreement. While it is not Firespring, Inc.'s intent to monitor, control or censor communications on the Network, if Firespring, Inc. becomes aware of a violation of this Agreement, Firespring, Inc. may take such action as deemed appropriate to address the violation.
  1. The Network may not be used in connection with criminal or civil violations of state, federal or international laws, regulations or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards or personal information; and threats of physical harm or harassment.
  2. The Network may not be used in connection with attempts—whether or not successful—to violate the security of a network, service or other system. Examples of prohibited activities include hacking, cracking into, monitoring or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.
  3. Client is responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Agreement. Examples include improperly securing a mail server so that it may be used by others to distribute spam and improperly securing an FTP server so that it may be used by others to illegally distribute licensed software. Clients are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
  4. The Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel and defamation.
  5. The Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent and hateful materials.
  6. Spam is an unacceptable use of the Network. Spam includes any of the following activities; posting a single message, or messages similar in content to more than five online forums or newsgroups, posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups, sending e-mail that may be considered to be harassing, e-mails with forged packet header information, collecting the responses from unsolicited e-mail, sending any unsolicited e-mail that could be expected, in Firespring, Inc.'s discretion, to provoke complaints, sending e-mail with charity requests, petitions for signatures or any chain mail related materials, sending unsolicited e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail, sending e-mail that does not accurately identify the sender, the sender's return address and the e-mail address of origin, using the Network to violate Internet Service Provider's acceptable use policy and/or terms of service, sending e-mail after the user has asked to be removed from the mailing list.
  7. A violation of this Agreement by someone having only indirect access to the Firespring Network through a Client or other user will be considered a violation by the Client or other user, whether or not with the knowledge or consent of the Client or other users. As an example, Client is responsible for the actions of their employees and customers to whom they provide services operating on the Network. Firespring, Inc. will address and attempt to

resolve complaints about the actions coming out of Clients systems.

8. This Agreement applies to any e-mail or content transmitted by Client or on Client's behalf which uses a Firespring, Inc. account as a mailbox for responses or promotes content hosted or transmitted using Firespring, Inc. facilities, or which indicates in any way that Firespring, Inc. was involved in the transmission of such e-mail or content.
9. Violations of this Agreement may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of Service, or other action appropriate to the violation, as determined by Firespring, Inc. in its sole discretion. When feasible, it is Firespring, Inc.'s preference to give notice so that violations may be addressed voluntarily; however, Firespring, Inc. reserves the right to act without notice when necessary, as determined by Firespring, Inc. in its sole discretion. Firespring, Inc. may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Agreement.
18. **RESTRICTIONS ON MASTER USER.** Master User understands that Firespring SaaS and Customer Data may be subject to United States export controls and restrictions and/or the trade laws and trade restrictions of other countries. Master User agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations which may be applicable to its use of Firespring SaaS and to any Customer Data. Master User will fully comply with any export restrictions which may be applicable to Firespring SaaS and Master User's use of Firespring SaaS.
19. **CONFIDENTIALITY.** Firespring, Inc. and Client acknowledge that each party may have access to certain of the other party's confidential and proprietary information and trade secrets ("Information") in connection with this Agreement. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Information.
  1. Each party will use the other party's Information solely to fulfill the purposes of this Agreement. Neither party will disclose, in whole nor in part, the other party's Information to any person, except to such party's employees or agents who require access to fulfill the purposes of this Agreement.
  2. Each party acknowledges that any unauthorized use or disclosure of the Information may cause irreparable damage to the other party. If an unauthorized use or disclosure occurs, such party will take, at its expense, all steps which are necessary to recover the other party's Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If such party fails to take these steps in a timely and adequate manner, the other party may take them at such party's expense.
  3. Neither party will have any confidentiality obligation with respect to any portion of the party's Information that (i) it independently knew or develops, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.
  4. Firespring, Inc. will not access the Customer Data of Master User that is posted to or transmitted through use of Firespring SaaS, unless compelled by appropriate governmental authority.
20. **DIGITAL MILLENNIUM COPYRIGHTS ACT.** Firespring, Inc. responds to notices of alleged infringement that comply with the Digital Millennium Copyright Act.
21. **LIMITED WARRANTIES AND REPRESENTATIONS; DISCLAIMER**
  1. Firespring, Inc. warrants that Firespring SaaS shall perform substantially in accordance with the descriptions of the product as described in Firespring, Inc. printed materials or appearing on the Internet on a Firespring, Inc. owned website. If the Client terminates this Agreement within the first 365 days as per the provisions outlined in Section 7, then the entire and

exclusive remedy for breach of this Limited Warranty, other than the online accessibility of the service which is outlined in Section 14, shall be that the Client may request in writing, a refund of Firespring SaaS product recurring service fees paid by Client. No refunds of recurring service fees will be granted after 365 days. If, and only if, the Firespring SaaS product goes live to the public within 30 days of the Client's original commitment date, and the Client terminates this Agreement within writing in the first 90 days, then the Client may additionally request a refund of their initial Firespring SaaS fee (onboarding fee). Any costs for custom services, including custom website design and development are non-refundable.

2. EXCEPT AS SET FORTH IN [SECTION 14](#) AND IN THIS SECTION 21, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY. This limitation may not apply to Master User in some states and jurisdictions which do not permit limitations on liability.
3. The aforesaid warranties and disclaimer shall survive acceptance and payment.

## 22. INDEMNITY; LIMITATION OF DAMAGES

1. **Indemnity by Firespring, Inc.** In the event that anyone commences an action challenging Firespring, Inc.'s right to distribute the Firespring SaaS, and provided that Firespring, Inc. receives timely notice and an opportunity to defend, Firespring shall indemnify Master User and hold it harmless from and against all damages, losses, expenses, and attorney's fees, arising out of such infringement or other action. After timely written notice from Master User, Firespring, Inc. shall, at its sole expense, defend any such actions.
2. **Indemnity by Master User.** Master User shall indemnify, defend and hold Firespring, Inc., its affiliates, directors, officers and employees harmless from and against any claim, liability, damage, cost, expense (including actual attorneys fees), award, fine, or judgment, arising from or out of Master User's operation, conduct, and responsibility for its use of the Firespring SaaS, and for any and all claims of infringement of any proprietary rights by any graphic, picture, text, audio, video, software, other data, or information provided by Master Users.
3. **Limitation of Damages.** No party shall be entitled to receive from or be obligated to pay to the other any part of any award, claim, fine or judgment which is deemed, declared or is characterized in its nature to be exemplary, punitive or consequential damages.

23. **ASSIGNMENT.** This Agreement or any interest hereunder shall not be assigned or transferred by either party without the prior written consent of the other party and subject to such reasonable terms and conditions that the consenting party may impose. Either party may, without the consent of the other, but with the proper notice, transfer this Agreement in whole or part to any entity into which or with which it may be merged or consolidated, or to any entity which acquires all or substantially all of the assets of the party, or to the party's parent, subsidiary or an affiliated entity.

24. **SALES TAX.** Charges for the development, maintenance of Web pages and application services provided by Firespring, Inc. are exempt from sales tax in the state of Nebraska. Master User acknowledges and agrees that the fees paid to Firespring, Inc. do not include sales, use, or other taxes and that any applicable taxes are the responsibility of and shall be paid by Master User unless otherwise noted.

## 25. MISCELLANEOUS PROVISIONS

1. **Severability.** If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
2. **Governing Law.** This Agreement is executed and intended to be performed in the State of Nebraska and the laws of Nebraska shall govern its interpretation and effect.



3. **Entire Agreement.** This Agreement, along with an optional Schedule of Services agreement, contain the entire agreement of the parties and each party acknowledges there were not other oral agreements, representations, warranties or statements of fact made prior to or at the time of the signing of this Agreement,
4. **Waiver.** Failure of either party to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any default of the other party.
5. **Time of the Essence.** Time is of the essence in this Agreement and in all provisions contained herein.
6. **Attorneys Fees.** In the event of any disputes between the parties arising out of this Agreement, the prevailing party shall be allowed actual attorney fees and costs incurred in any negotiation, litigation or any appeal.
7. **Acknowledgment of Independent Advice.** Each party acknowledges that it has read all of the provisions of the foregoing Agreement, understands them, has sought independent advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.
8. **Venue and Personal Jurisdiction.** In the event action is brought on this Agreement, it is agreed that venue of such action may lie in Lancaster County, Nebraska, and each party hereby consents to jurisdiction over their person by the District Court thereof.
9. **Warranty of Authority.** The Client warrants that they are authorized and have authority to execute this Agreement on behalf of the business entity.
26. **SURVIVAL OF CERTAIN OBLIGATIONS.** The obligations set forth in Sections 13 (Firespring Protection), 21 (Limited Warranties and Representations; Disclaimer), and 22 (Indemnity; Limitation of Damages) shall survive the termination of this Agreement.
27. **UPDATES AND REVISIONS.** The Services are offered to the Client conditioned upon Client's acceptance of the Agreement in whole and without modification. Client acknowledges that, from time to time, it may be necessary for Firespring, Inc. to update or revise provisions of the Agreement. Client agrees that Firespring, Inc. may change the terms of the Agreement in its sole discretion without specific notice to Client. If Client does not agree to the changes made by Firespring, Inc. or to any terms in the Agreement at any time, Client's sole and exclusive remedy is to cancel Client's account with Firespring, Inc. Notwithstanding the foregoing, Firespring, Inc. reserves the right to cancel, suspend or refuse access to the Services to anyone in its sole discretion. Client acknowledges that, from time to time, it may be necessary for Firespring, Inc. to update or revise elements of the Services. Client agrees that Firespring, Inc. may alter the Services in its sole discretion without specific notice to Client. If Client does not agree to the changes made by Firespring, Inc., Client's sole and exclusive remedy is to cancel Client's account with Firespring, Inc. Unless explicitly stated otherwise, any new or modified features, Services that change, augment or enhance the current Services shall be subject to this Agreement in full.
28. **NOTICES.** All notifications, requests, demands and other communications required or permitted under this Agreement ("Notices") will be sent to Master User electronically via the email address provided upon sign-up with Firespring, Inc. All Notices required hereunder to be communicated from Master User to Firespring, Inc. shall be e-mailed to [operations@firespring.com](mailto:operations@firespring.com) or sent in writing to the following address:

Firespring, Inc.  
Attn: Dustin Behrens/Chief Operating Officer  
1201 Infinity Court  
Lincoln, NE 68512  
U.S.A.

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