Vieth Consulting, LLC
Website Services for Associations
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Online Service Agreement

Vieth Consulting, LLC ("Vieth") provides a Membership Management System ("MemberLeap") as an Internet-based online information and communication Software as a Service ("SaaS"). This is Vieth's Online Service Agreement for that service ("Agreement"). BY ACCESSING OR USING MEMBERLEAP (MEMBERLEAP), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE MEMBERLEAP. Modifications to this agreement can be done by addendum, agreed upon by both parties.

1. DISCLAIMER

The information and software contained in MemberLeap is for the purpose of assisting member-based organizations and their members. Nothing contained in MemberLeap is intended to be instructional for management of a member-based organization. The information should not be considered complete. The information contained in MemberLeap is compiled from a variety of sources - Information Service Providers ("ISP"). Vieth nor the ISP directly or indirectly practice management consulting as part of MemberLeap.

MemberLeap SERVICES, MemberLeap SOFTWARE, and INFORMATION ACCESSED through MemberLeap ("services") ARE provided "AS IS" without warranty, express, or implied. Vieth hereby excludes all implied warranties of merchantability and fitness for a particular use or purpose with respect to the services *(other than what the services are designed for).* There are no warranties which extend beyond the description on the face OF THIS AGREEMENT. Vieth and ISP make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the services beyond this document. Vieth and ISP cannot and do not warrant against human and machine errors, omissions, delays, interruptions, or losses, including loss of data. Vieth and ISP cannot and do not guarantee or warrant that files available for downloading from this online site will be free of infection by viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. Vieth and ISP do not warrant or guarantee that the functions or services performed in MemberLeap will be uninterrupted or error-free or that defects in MemberLeap will be corrected. Users of MemberLeap are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and (2) maintaining a means external to MemberLeap for the reconstruction of any lost data.

2. OTHER SITES

You are encouraged to use discretion while browsing the Internet on searches initiated at MemberLeap. MemberLeap links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. Vieth and ISP make no representations concerning any effort to review all of the content of sites listed in its catalog (indeed, given the number of results from any browsing which starts with a MemberLeap link that would be practically impossible).

3. REVIEW OF POSTINGS & UPLOADS

MemberLeap does not and cannot review all communications and materials posted or uploaded to MemberLeap and are not responsible for the content of these communications and materials. However, Vieth reserves the right to block or remove communications or materials in MemberLeap that it determines, upon being made aware of any matters it deems inappropriate, and in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, other intellectual property right of another or (d) offensive or otherwise unacceptable to MemberLeap. ANY MESSAGES, ADVICE, OPINIONS, OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION NOR THE OPINION OF ANYONE IN ANY WAY AFFILIATED WITH VIETH OR ITS ISP, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER STAFF AND AGENTS.

06.21.2018

4. LIMITED LICENSE

By this Agreement, Vieth grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore, and otherwise use MemberLeap in real time and to use the materials in MemberLeap in a manner consistent with paragraph 11 (Copyright) below.

5. USER'S AGREEMENT

You agree to: (a) maintain any client equipment necessary for your access to, and use of, MemberLeap (MEMBERLEAP); (b) maintain the security of your user identification, password, and other confidential information relating to your MemberLeap account; and (c) be responsible for all charges resulting from use of your MemberLeap account, including unauthorized use prior to your notifying Vieth of such use and taking steps to prevent its further occurrence by changing your password.

The initial monthly MemberLeap Fee is established under "Section 3 Monthly Fees" above. If the QuickBooks Interface or any other "add-on" system not included in the normal MemberLeap Plan Fee is used then the additional monthly fee is included there as well. Vieth will lock the monthly MemberLeap Fee for the first year of service, based on your active memberships at the beginning of this contract. Thereafter, Vieth will periodically evaluate the Client's active memberships and adjust the monthly rate (up or down) according to the Client's active memberships in MemberLeap database. An active membership is defined as any account in MemberLeap that requires a username/password combination. Client may change MemberLeap Plans at any time with a simple agreed upon addendum (by both Vieth and Client) to this contract.

6. ONLINE COMMUNICATIONS

If informed of issues related to the *Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003* (CAN-Spam Act), by any or all ISP or FCC agencies, of violations stemming from the use of MemberLeap via the communication tools, Vieth reserves the right to take corrective action (shut down communication services and contact the Client as to the nature of the issue) until said issues (or violations) are corrected. For more information on the Act and how to handle Spam, see the FCC's Guide here.

6.1 Your participation in online communications occurs in real time and is not edited, censored, or otherwise controlled by MemberLeap. Vieth cannot and does not screen content provided by you to MemberLeap. In reserving the right to monitor these activities, Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on or in MemberLeap.

6.2 You may send and receive electronic mail ("email"), engage in conferences and chats, download and upload files, and otherwise use MemberLeap as permitted by this Agreement, Vieth's operating policies, and applicable law. Any files that you upload, public messages that you send, and your activity in conferences and chats are subject to review, modification, and deletion without notice by the forum manager. The forum manager is responsible for MemberLeap area where you're uploading or where other activity is taking place (or by an individual designated by such forum manager for such purpose). Vieth's operating policies relating to online conduct, storage and deletion of email, and uploaded files, conferences, message boards, and other matters are available and/or will be made available online in MemberLeap system (see the message boards instructions in the Help files). Vieth reserve the right to change the operational policies of MemberLeap at any time as the sole owner and operator of the proprietary system being leased by the Client. Files uploaded to a message boards may be subject to posted limitations on usage, reproduction, and/or dissemination and you are responsible for adhering to such limitations if you download them. The discretion of Vieth or any of its agents to review, modify, or delete information as forum manager is not an assumption of responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MemberLeap, nor should that discretion be read to imply any such assumption. Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MemberLeap.

6.3 You are responsible for your communications and your use of MemberLeap. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended, or continuous connections to MemberLeap with one account as each member has their own username and password; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image, or program which is indecent, obscene, or pornographic; (d) post or transmit any message, data, image, or program that would violate the property rights of others, including unauthorized copyrighted text, images, or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use MemberLeap to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send

email to users or other Internet users for any purpose other than personal communication, including to advertise or offer to unsolicited sell goods or services to other users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use your email account as an address to which users or other Internet users need to respond (except as otherwise expressly permitted by Vieth); (h) send unsolicited email messages through third-party mail servers in order to relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a message boards or MemberLeap; (l) falsify the source or origin of software or other material contained in a file that you upload to a message boards or MemberLeap; (m) use MemberLeap in a manner that adversely affects the availability of its resources to other users; (n) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a subscriber to MemberLeap, the user directory or any portion thereof other than for personal, non-commercial purposes (except as otherwise expressly permitted by Vieth; (o) falsely purport to be an employee or agent of MemberLeap; (p) cause repeated disruptive incidents; or (q) act, or fail to act, in your use of MemberLeap, in a manner that is contrary to applicable law or regulation. In addition, you may not post or transmit any message which is harmful, threatening, abusive, or hateful. It is not the intent of Vieth to discourage users from taking controversial positions or expressing vigorously what may be unpopular views in MemberLeap; nonetheless, Vieth reserves the right to take such action as it deems appropriate in cases where MemberLeap is used to disseminate statements which are deeply and widely offensive and/or harmful. Each time you upload a file on MemberLeap, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other user the right to download and use such file. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability. To the extent that you are uncertain whether what you seek to say or do on MemberLeap may fall into one of the above prohibited categories, you should assume it would violate this paragraph and you should not engage in that conduct.

7. PRIVACY POLICY

Vieth considers its users' privacy to be of the utmost importance. Please see the Vieth Securities & Privacy Policies in Addendum B for a detailed description of our information gathering and dissemination practices for the Vieth website.

8. OPERATION

Vieth reserve complete and sole discretion with respect to the operation and programming of MemberLeap SaaS. Vieth may: (a) delete email if it has not been accessed by a user within the time established by Vieth's policies; (b) subject to Section 6, make available to third parties information relating to MemberLeap and users; and (c) withdraw, suspend, or discontinue any functionality or feature of MemberLeap. All clients will be notified before any current MemberLeap feature (in use) is discontinued. Vieth assumes no responsibility or liability for the Client's content or activity of the Client, lawful or otherwise, occurring at any time on MemberLeap.

Vieth May, in its complete and sole discretion, review uploaded files, conferences, message boards, forums, and chats and authorize restrictions on access thereto. Vieth will not review the contents of email except as required or allowed by applicable law or legal process. If informed of issues related to the CAN-Spam Act by any or all ISP or FCC agencies, of violations stemming from the use of MemberLeap via the communication tools, Vieth reserves the right to shut down communications services if the Client cannot or is unwilling to effectively manage the issue.

9. USER REPRESENTATIONS

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use MemberLeap in accordance with this Agreement. You agree to be financially responsible for your use of MemberLeap (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. CONTENT

Statements made in websites, newsgroups, message boards, email, forums, conferences, blogs, and chats reflect only the views of their authors. Forum managers, forum hosts, CPs, or Merchants appearing on MemberLeap are not authorized Vieth spokespersons, and their views do not necessarily reflect those of Vieth.

11. COPYRIGHT

The contents of MemberLeap Software as a Service (SaaS) created by Vieth are copyrighted as a collective work under the laws of United States and other copyright laws and Vieth holds the copyright in the collective work. The Client may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the Vieth Copyrighted material from the different areas of MemberLeap solely for the Client's own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc.).

The content areas of MemberLeap created by Client are copyrighted as a collective work under the laws of United States and other copyright laws, and Client holds the copyright in this collective work.

Any redistribution, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from MemberLeap.

12. LICENSES AND IDEA SUBMISSIONS

The Client agrees to grant to Vieth a non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services of MemberLeap) you submit to public areas of MemberLeap (such as message board, forums, and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive all rights, legal, moral, or otherwise, in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against Vieth for any alleged or actual infringement or misappropriation of any proprietary right in your communications related to ideas for new or improved products or services of MemberLeap..

13. INDEMNIFICATION

Client shall indemnify and defend Vieth and the officers, directors, attorneys, and employees of Vieth (each, an "indemnified party") against any claim, suit, or proceeding brought against any of the Indemnified Parties and agrees to pay all reasonable costs (including reasonable attorney's fees) finally awarded against any of the Indemnified Parties or which any of the Indemnified Parties shall incur or suffer which arise out of, result from, or are related to: (a) any material breach by Client of this Agreement; (b) the results obtained, products obtained, transactions attempted or processed, or decisions made by Client or any other of its users of any service; (c) any claim, cost, expense, damages, or loss arising as a result of any act, omission, misuse, or use of any portion of the services by Client or any of Client's members; (d) any claim of any nature brought by any third party or entity who may suffer damages of any sort as a direct or indirect result of Client's activities relating to or in connection with any service, including but not limited to any dispute with one or more of Client's members; (e) the advertisements; or (f) any claims of infringement of any copyright, patent, or trade secret or other proprietary rights arising from the Client content, the hosted content, or from any unauthorized modification, enhancement, or misuse of any service by Client. Client shall not settle any such claim without Vieth's prior written consent. Vieth shall promptly notify Client in writing of any claim arising or potentially arising under this indemnity.

14. WAIVER, RELEASE, AND LIMITATION OF LIABILITY

VIETH, ITS OFFICERS, DIRECTORS, EMPLOYEES, PROVIDERS, OR AFFILIATES WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES RELATING TO (A) THE SERVICES; (B) THE TECHNOLOGY USED TO PROVIDE THE SERVICES; (C) THE CLIENT'S CONTENT; (D) THE RESULTS THAT MAY BE OBTAINED OR DECISIONS MADE USING ANY PART OF THE SERVICES; OR (E) ANY DAMAGES RESULTING FROM UNAUTHORIZED THIRD PARTY MISUSE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ADDENDUM, IN NO EVENT SHALL VIETH BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OR LOST PROFITS, THAT RESULT FROM THIS AGREEMENT, INCLUDING THE USE OF, OR INABILITY TO USE ANY OF THE SERVICES, OR ACTION OR INACTION WITH RESPECT TO THE VIETH WEBSITE, EVEN IF VIETH IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY OF LOSS. THIS PROVISION SHALL NOT APPLY TO DAMAGES ARISING SOLELY

FROM THE PROVEN NEGLIGENT ACTS OF VIETH, ITS AGENTS, OR ASSIGNS. VIETH'S TOTAL LIABILITY TO CLIENT SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL MEMBERLEAP MONTHLY FEES PAID BY CLIENT TO VIETH UNDER THIS AGREEMENT IN THE TWO (2) MONTHS PRIOR TO WHEN THE LIABILITY ARISES.

15. CONTRACT ADDENDA

15.1 Vieth and Client agree that the Addenda to this Agreement are incorporated by this reference and constitute integral parts of the Agreement, and that in any case where a conflict may arise between the main Agreement text and Addenda text, the terms of the Addenda text shall govern.

15.2 The Client agrees that where it has not accepted the GDPR Summary for Association Executives (or where it is not in full force and effect for any other reason), the Client shall be prohibited from Processing Client Personal Data regulated by EU Data Protection Laws (all capitalized references shall have the meaning defined in the said Addendum), and shall be obligated to immediately cease and desist from any such processing activities, for as long as the said Addendum is not in full force and effect. The Client agrees to indemnify and hold harmless Vieth and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind which Vieth may sustain as a consequence of the breach by the Client of its obligation pursuant to this paragraph.

16. TERM; TERMINATION

16.1 Either the Client or Vieth may terminate the Client's right to use MemberLeap at any time, with or without cause, upon notice. Vieth also reserves the right to terminate or suspend your MemberLeap membership without prior notice, but Vieth will confirm such termination or suspension by subsequent notice. Upon request, Vieth will provide you with your member and event registration data, regardless of termination reason, within 30 days of the termination notice (see Section 18. Notice). The provisions of paragraphs 11 (Copyright), 12 (Licenses and Idea Submissions), 13 (Indemnification), 14 (Waiver, Release, and Limitation of Liability), 15 (Third Party Rights), and 17 (Miscellaneous) shall survive any termination of this Agreement.

16.2 Termination for Convenience. Notwithstanding anything herein to the contrary, Client may terminate this Agreement or any Addendum at any time without cause in writing, delivered by verifiable means, to Vieth. See 18 (Notice) below for acceptable means of notification.

16.3 Termination for Cause. Either party may terminate this Agreement for breach, provided the non-breaching party provides prior written, email, and/or other notice of such breach to the other party and an opportunity to cure such breach within ten (10) days of notice for breach of payment obligations, and thirty (30) days of notice for all other breaches. If the breaching party is not able to cure the breach within such time period, the non-breaching party may terminate this Agreement immediately. In addition to any other rights it may have under this Agreement or applicable law, Vieth may terminate this Agreement, terminate any or all of the Addenda, or suspend service in the event of (a) a payment default that is not cured by Client within ten (10) business days of notice thereof; (b) Client's failure to comply with any other obligation of Client under this Agreement; or (c) Client ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors.

16.4 Effect of Termination. In the event of termination of this Agreement, Client and its members' passwords will be deactivated; Client's basic monthly fee will not be refunded or prorated for the remainder of the month in which the Agreement is terminated; and Client and its members shall no longer have access to or be able to use any of the services upon termination of this Agreement by Vieth for any reason, no later than thirty (30) days following the termination date. Client upon request shall receive, within 30 days from said request, a copy of all Client member and event registration data stored on Vieth's computer system, provided the account is up to date, all fees, penalties, and late fees have been paid in full, and Client pays all applicable service fees (if applicable) with such request.

17. LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree that any legal action or proceeding between Vieth and the Client for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction for Eaton County, Michigan, United States. Any cause of action or claim you may have with respect to Vieth must be commenced within six (6) months after the claim or cause of

action arises. Vieth's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Vieth may assign its rights and duties under this Agreement to any party at any time without notice to you.

18. NOTICE

Vieth may deliver notice to you under this Agreement by means of electronic mail (Client contact email), a general notice on MemberLeap (Support Ticket via email to a Client administrator's email), or by written communication delivered by first class U. S. mail to your address on record in Vieth's account information. You may give notice to Vieth at any time via electronic mail to MemberLeap (Help Desk via Submit a Request) or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Vieth Consulting, LLC
Attn: Chief Executive Officer/President
209 S. Bridge Street
Grand Ledge, MI 48837 USA
Electronic Mail: service@viethconsulting.com

19. SEVERABILITY

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

20. SERVICE GUARANTEES

Vieth – MemberLeap service level guarantees:

   A. In the event an error in MemberLeap programming is discovered (something in MemberLeap that does not work as designed by Vieth), it will be corrected within 48 hours.
   B. Excluding weekends and holidays, a representative of Vieth will be available by phone or email within the hours of 9:00 AM - 5:00 PM Eastern Standard Time.
   C. Outside of business hours, we will respond to all emails (service@viethconsulting.com) and phone calls (800-336-3008) within 24 hours. Weekends and holidays response times may vary but will be acknowledged within 24 hours.
   D. MemberLeap will have a system uptime upwards of 99.9%. (MemberLeap server will be up-and-running 99.9% of the time within any given month). Reporting of system uptime will be provided to the Client if available.

If Vieth fails to fulfill this level of service within a given month, client will receive, upon request, a refund of MemberLeap/hosting fees for the month in question. Claims may be made up to 30 days past the end of the month in question.

06.21.2018

Addendum A: MemberLeap Integration, Hosting, and Project Scope Details

A MemberLeap system will be created by Vieth for lease by the **Client**. The software built by Vieth will be the property of the Client at all times, and Vieth will supply all member data files if the Client should ever decide to leave the services of Vieth.

The parties acknowledge and agree that Client owns and shall own all intellectual property rights (including, without limitation, copyrights, patents and patent rights, trademarks and trademark rights, trade secrets and trade secret rights, and other proprietary rights ("IP Rights") in and to the website. The MMS built by Vieth shall be treated as a "SaaS" as defined in the Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq. Vieth acknowledges and agrees that Client owns and shall own all right, title and interest in and to the website whether now in existence or hereafter created or coming into existence. Upon request by Client, Vieth agrees to execute and deliver all appropriate assignment documents and all appropriate applications for securing all United States and foreign patents, trademarks, copyrights, or other intellectual property rights relating to the website and the IP Rights.

The parties acknowledge and agree that Vieth owns and shall own all intellectual property rights (including, without limitation, written code, copyrights, patents and patent rights, trademarks and trademark rights, trade secrets and trade secret rights, and other proprietary rights ("IP Rights") in and to the MMS. The MMS built by Vieth shall be treated as a sole proprietary Software as a Service (SaaS) as defined in the Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq. Client acknowledges and agrees that Vieth owns and shall own all right, title and interest in and to the MMS whether now in existence or hereafter created or coming into existence. Upon request by Vieth, Client agrees to execute and deliver all appropriate assignment documents and all appropriate applications for securing all United States and foreign patents, trademarks, copyrights, or other intellectual property rights relating to the MMS, its written code, and the IP Rights.

Conflicts. If any term in this Addendum conflicts with the Agreement or Addendum A, then the terms of this Amendment shall govern, but only to the extent required to resolve such conflict.

Counterparts. This Addendum may be executed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Full Force and Effect. Except as expressly supplemented, amended or consented to hereby, all of the representations, warranties, terms, covenants and conditions of the Agreement shall remain unchanged and shall continue to be in full force and effect. This Addendum shall be attached to, and made a part of, the Agreement.

Defined ***Terms***. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

Website for Integration of MemberLeap MMS, Client to supply website content, controls, and hosting. Vieth Hosting is available and is added via option below if requested

MemberLeap MMS Integration Package will include:

1.) **Customized MemberLeap System and Hosting:** During the design phase of your system, you will work directly with one of our design experts. They will take your information, provide you with a series of ideas and work with you until you approve the final setups. *The Client supplied website design and its associated files of content belong to the Client once the website has gone "Live" (the website is considered "Live" when the client's URL is typed into any standard browser and the website files created by Vieth Consulting are loaded).* Vieth agrees to host the Client website files and content (if requested by Client and possible in the Vieth server configuration setup already in place) until notified by the Client that this service is no longer needed or this contract has been terminated by either party. The agreed upon monthly hosting cost will be included in the monthly MMS fee as stated on the signature page of this agreement and is subject to change by Vieth Conhsulting.

3. **Member Data Conversion:** Active member records in the client's database is dependent on the total of records requiring usernames and passwords and the Integration Package selected (**up to 1,000 active member records are included with this Package**). Non-member records and email list records can be uploaded for an additional charge. Your current member data (limited to one file, up to 50 fields wide) will be converted and loaded into your database. **There may be an extra setup cost for files with more than 50 fields wide, and this fee is determined after analyzing a sample of your data.**

  OTHER DATA REQUIREMENTS:

4. **MemberLeap Configuration:** We will set up MemberLeap configurations (**dependent upon the selected package**) to meet your organization's specific needs (membership plans, custom member data fields, member directory, membership billing, merchant accounts, event registration, call for proposals, etc.).

5. **Online Training Sessions:** During these **one-hour sessions**, the Client will learn how to use the Database, Event Registration system, News Manager, and other modules of MemberLeap **(dependent on the package selected)** that will be integrated into the website as part of agreement.

6. **Google Analytics and Basic SEO Service:** We will set up your new website with analytics as well as the initial search engine registration. This includes a simple click and click-through report as well as keywords and search phrases being used on each of your webpages.

7. **Additional Options (if included above in Section 2 and 3 of the Registration Form):**

  Optional QuickBooks Interface: Due to the complexity of setting up the initial general ledger accounts to integrate with MemberLeap, there is a **$875.00 initial setup cost** (not included in this package). The Platinum MemberLeap Plan includes the extra **$35 monthly synchronization fee** for integration and synchronization of QuickBooks software by Intuit. This monthly fee applies if another MemberLeap plan is selected. The QuickBooks Interface is an option that can be added at any time.

  Optional Mobile Application: It allows your members easy access to content powered by MemberLeap on both iOS and Android. There is a **$1,100.00 initial setup fee for the Basic Mobile App and $1,400 for the Advanced Mobile App**. The Gold Monthly Plan does not include the extra **$10 monthly fee** to cover maintenance and customer support as well as basic upgrade requirements (this is included in the Platinum Monthly Plan). The Mobile App is an option that can be added at any time.

  Additional Customizations: There is no additional customization included in this agreement.   All programming not quoted in the proposal, not listed on a Discovery Items (if used), or not listed here on this Agreement will be quoted at our median hourly rate (**currently $145 per hour**, subject to change) and will need approval by the Client before work will be performed. Additional customization can be added at any time.

Initial Setup Costs: The initial setup costs above are one-time-only charges to get your MemberLeap configured for you to use. There are no annual fees. All other fees (except the QuickBooks and Mobile App) are covered by your monthly MemberLeap fee for updates and support, and they are billed monthly.

Payments: Credit cards (Visa, MasterCard, and Discover) and business checks are accepted for payment. An auto payment system is required for your convenience for your monthly payments (and initial payments as well).

Additional and/or Future Projects: Additional projects can be added at any time and will be quoted and submitted for approval before any work is performed. All additional programming or membership service work not covered in this proposal will be considered a separate project and will be quoted and billed as a separate job

through our support ticket system and quoted at our median hourly rate (**currently $145.00 per hour** and subject to change).

The Lease Agreement (Online Service Agreement above) covered by the monthly MemberLeap fee will cover:

- Leasing of MemberLeap on a month-to-month basis as a Software as a Service (SaaS)
- Access to our Email-based Support Services – 24/7/365 email-based ticket system with phone access Monday through Friday from 8 am to 5 pm Eastern Time included for questions and problems that are not considered "billable" issues (issues that require programming hours for new work to be performed beyond the normal operation of MemberLeap)
- Scheduled backups of the website and all data in MemberLeap
- Unlimited number of domain-based email accounts with a limited number of POP mailboxes based on web hosting package
- Access to our Support Services for free quoting new projects
- Access to our free training webinars for our current clients
- Access to additional training sessions after the included training sessions are completed (billable)
- Access to our Member Services (contract services offered to help with any services that use MemberLeap). Member Services contracts are offered to any current client who needs administrative help or services with any service that uses our MemberLeap system. These contracts are written to offer something other than hourly billing for services performed.

Domain Name Registration: While you continue to own your domains, we prefer to be listed as the Admin Organization on record, which allows us to monitor when renewals are due and avoid domains expiring. At renewal time, we will automatically renew your domains and then invoice you via a line item for this expense ($15.00 per domain and $25.00 per domain with UCC).

A Unified Communications Certificate (UCC) is an SSL certificate that is required to secure a primary domain name and then allow additional domains to point at it. Example,

- Primary domain ($25.00 with UCC) - domain.org that other domains point to
- Additional domains ($15.00 each) - domain.com and domain.net automatically redirects to domain.org

If you would like us to register a new domain or any additional domain names for you, add $25.00 for a new domain name that requires a UCC and $15.00 for all others. Please list these domains on the Registration Form.

Addendum B: Vieth Security, Privacy, & Data Security Policies

SECURITY POLICY

Security is of great concern to us and to our clients. At Vieth Consulting, we work very hard to ensure that your data in MemberLeap, our Membership Management System (MMS), is protected.

System Access

- *Password-Protected Members Area* - The heart of the MemberLeap system is the Members Area. All updates to your data are done through the Members Area with access limited to users with a username and password. After several minutes of inactivity (90 minutes in most cases), a user's session is 'timed-out'. The user then has to log-in again.
- *Password Reset* - In the event that a user loses their password, they have the ability to reset it. This allows them to re-gain access without sending a password in clear text via email.
- *Access Log* - We keep a record of who logs in and when, recording the IP addresses of each user's access.
- *Change Log* - In the critical parts of MemberLeap (members, events, billing), we also keep record-change-logs to track when a given piece of member, attendee, or event information was changed.
- *User Permissions* - MemberLeap has a highly flexible way to grant access to users.
    - Member-level: This is for general members, who have the ability to change their own information and view whatever information the association chooses to allow them to view.
    - Administrative-level: Admins have full access to all areas of the system.
    - Custom: Member-level users can be granted specific permissions to specific areas as designated by an admin user.

Sensitive Information

- *PCI Compliant* - PCI stands for Payment Card Industry and is a continually evolving standard for credit card security. It applies to organizations and merchants that accept, transmit, or store cardholder data. Vieth Consulting is a PCI compliant service provider. We go through periodic security assessments and third party testing to verify this compliance.
- *Secure Sockets (SSL)* - All credit card/bank account information is accepted under SSL encryption. This means that the webpages where card information is entered are all using https, and the user's browser would indicate this with a lock/key icon at the top.
- *No storage of credit card information* - We do not store cardholder data within our system. It is accepted at the time of purchase (new member registration, dues renewals, event registration, donations, store purchases, etc.), but this data is not stored. If you use our automatic payment processing system for your monthly MemberLeap expenses, we use Authorize.net's Client Information Module to store card information and process the monthly transactions.

Server Infrastructure

- *Data Center* - All hardware and services are located in a secure data center located nearby in Lansing, Michigan USA.
    - Tier-1 Premium Bandwidth - Featuring AT&T, Verizon, Sprint, Savvis and Level3.
    - 24/7 staffing.
    - Access limited to technical staff, motion-detecting cameras monitor the entire facility, and external walls are reinforced poured concrete.
    - Multiple emergency generators waiting on standby.
    - SSAE-16 (formerly SAS70) Compliant.

- *The Server*s - All servers are kept up-to-date with the latest software versions, and all services are constantly monitored.
- *Updates* - Updates to the Software as a Service products are performed as needed. Most updates are performed in the middle of the night (EST), and there are usually no interruptions in service during an update. If an interruption of service is needed, we will send notifications if it is deemed necessary.
- *Penetration Tests* - We have periodic third party penetration tests to verify that our servers are secure.

Data Backups

- *Nightly Backups* - All of your data is backed up on a nightly basis (handled within the data center).
- *Off-site Backup of Member Data* - Periodically, we backup the member database off-site (outside of the data center).

We do recommend that all our clients maintain their own backup of their member data as well in case of natural or man-made catastrophe. There are export options available in the system for that reason.

PRIVACY POLICY

Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. Your data is kept private and never shared with third parties.

The Information We Collect

This notice applies to all information collected or submitted on the Vieth Consulting/MemberLeap website. On some pages, individual members can enter member data, make requests, and register to receive materials or participate in events, and more.
The types of personal information collected on these pages are:

- Name
- Address
- Email address
- Phone number
- Credit/Debit Card Information (for use in payments made to Vieth Consulting for services)

On some pages, administrative level users can submit information about other people. For example, if you are editing your organization's member data, you will need to submit the member's address. In this circumstance, the types of personal information collected are:

- Name
- Address
- Phone Number

The Way We Use Information

We do not use any of your information for advertisers. MemberLeap is free of advertising unless you desire it added to your organization's webpages for your members.

We may at times use the information you provide about your organization and your members (emails) only to inform individuals of MMS-technical related issues (example: in the case of a programming error that needs to be corrected). We do not share this information with outside parties. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the functioning of MemberLeap for your organization's use and benefit.

Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. For more details, please see our Data Security Policy below.

How You Can Access or Correct Your Information

You can access all your personally identifiable information that is collected online and maintain it via the Member's Area. We use this procedure to better safeguard your information. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

How to Contact Us: Should you have other questions or concerns about these privacy policies, please call us at (517) 622-3090 or send us an email at info@viethconsulting.com.

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DATA SECURITY POLICY (Non-GDPR Based Data)

1. Definitions

Capitalized terms used herein shall have the meanings set forth in this Section [1].

"Authorized Employees" means Vieth Consulting (Service Provider) employees who have a need to know or otherwise access Personal Information to enable Vieth to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; and (ii) Vieth's contractors, agents, outsourcers and auditors who have a need to know or otherwise access Personal Information to enable Vieth to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

"Highly-Sensitive Personal Information" means any (i) individual's government-issued identification number (including social security number, driver's license number or state-issued identifier number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data. Vieth Consulting endeavors to maintain a minimum of Highly-Sensitive Personal Information in our database systems if possible. If the Client requires this type of data to be stored/used in the MemberLeap system there will need to be extra security options put in place and extra costs will be applicable. Additional requirements of specific standards or practices are perfectly acceptable but will also have associated costs involved.

"Personal Information" means information provided to Vieth by or at the direction of Client, or to which access was provided to Vieth by or at the direction of Client, in the course of Vieth's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both sub-clauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information. Client's business contact information is not by itself deemed to be Personal Information.

"Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Vieth (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Vieth (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy practices.

2. Standard of Care

(a) Vieth acknowledges and agrees that, in the course of its engagement by Client; Vieth may receive or have access to Personal Information. Vieth shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons. Vieth shall be responsible for, and remain liable to, Client for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Vieth's own actions and omissions.

(b) Personal Information is deemed to be Confidential Information of Client and is not Confidential Information of Vieth. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Agreement, the terms and conditions set forth in this Section shall govern and control.

(c) In recognition of the foregoing, Vieth agrees and covenants that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vieth's own purposes or for the benefit of anyone other than Client, in each case, without Client's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from Client unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Vieth shall (i) use best efforts to notify Client before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Client for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Vieth's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

3. Information Security

(a) Vieth represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Vieth shall also require an equivalent representation and warranty from the Client that it is in compliance with applicable laws in its use and disclosure of personal information.

(b) Without limiting Vieth's obligations under Section 3(a), Vieth shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Vieth shall also require an equivalent representation and warranty from the Client that it shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(c) If, in the course of its engagement by Client, Vieth has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vieth shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Vieth's sole cost and expense.

(d) At a minimum, Vieth's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information

transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Vieth or its other Clients so that Personal Information is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vieth's employees.

(e) During the term of each Authorized Employee's employment by Vieth, Vieth shall at all times cause such Authorized Employees to abide strictly by Vieth's obligations under this Agreement and Vieth's standard policies and procedures. Vieth further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Vieth's officers, partners, principals, employees, agents or contractors.

4. Security Breach Procedures

(a) Vieth shall: (i) provide Client with the name and contact information for an employee of Vieth who shall serve as Client's primary security contact and shall be available to assist Client twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify Client of a Security Breach as soon as practicable, but no later than [twenty-four (24)] hours after Vieth becomes aware of it; and (iii) notify Client of any Security Breaches by telephone at a designated contact number: e-mailing Client at a designated contact email address, and with a copy by e-mail to Vieth's primary business contact within Client.

(b) [Immediately following Vieth's notification to Client of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vieth agrees to fully/reasonably cooperate with Client in Client's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Client with physical access to the facilities and operations affected; (iii) facilitating interviews with Vieth's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Client.

(c) Vieth shall take reasonable steps to/use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vieth's expense in accordance with applicable privacy rights, laws, regulations and standards. Vieth shall reimburse Client for actual [reasonable costs incurred in providing individuals affected by a Security Breach with notice of the breach, reissued payment cards and/or complimentary access for credit monitoring services, which Client in its sole discretion deems necessary to protect such affected individuals/in consultation with Vieth, shall determine is reasonable to protect such affected individuals in light of the risks posed by the Security Breach.

(d) Vieth reserves the right, in its sole discretion, to report criminal acts relating to the use and disclosure of Personal Information to applicable Government Authorities and shall notify Client as soon as practicable that such reporting has occurred. With respect to instances in which Vieth is considering notifying Government Authorities concerning civil, but not criminal, acts, Vieth shall notify Client in writing and consult with Client prior to making any such notification. The parties shall immediately endeavor in good faith to reach agreement on the need and nature of such notification. If such agreement cannot be reached within seventy-two (72) hours after Vieth has provided Client with written notice, Vieth shall have the right to inform Government Authorities solely to the extent required by applicable law.

(e) Vieth agrees to fully/reasonably cooperate at its own expense with Client in any litigation or other formal action deemed [reasonably] necessary by Client to protect its rights relating to the use, disclosure, protection and maintenance of Personal Information.

(f) In the event of any Security Breach, Vieth shall promptly use its reasonable/best efforts to prevent a recurrence of any such Security Breach.

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5. Oversight of Security Compliance

Upon the Client's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Vieth shall promptly and accurately complete a written information security questionnaire provided by Client or a third party on the Client's behalf regarding Vieth's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Vieth to Client pursuant to this Agreement. Vieth shall fully cooperate with such inquiries. Client shall treat the information provided by Vieth in the security questionnaire as Vieth's Confidential Information.

6. Return or Destruction of Personal Information

At any time during the term of this Agreement at the Client's [written] request or upon the termination or expiration of this Agreement for any reason, Vieth shall, and shall instruct all Authorized Persons to, promptly within 20 business days of written request return to the Client all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Client that such Personal Information has been returned to Client or disposed of securely. Vieth shall comply with all reasonable directions provided by Client with respect to the return or disposal of Personal Information.

7. Indemnification

Vieth shall defend, indemnify and hold harmless Client, and Client's parent company and its/their subsidiaries, affiliates, and its/their respective officers, directors, employees, agents, successors and permitted assigns (each, a "Client Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of, or resulting from, any third-party claim against any Client Indemnitee arising out of, or resulting from, Vieth's failure to comply with any of its obligations under [this Data Security Policy.

Addendum C: Website Hosting and Maintenance Agreement

THIS AGREEMENT is made between Vieth Consulting, LLC ("Vieth") and the Client ("Client") which Vieth Consulting, LLC is acting as an independent contractor and is not acting as an employee of Client. The Client desires Vieth to enter into Website Hosting and Maintenance Agreement for the above website project(s) (see website package description and/or website hosting description above).

1. Authorization

Client is engaging Vieth for the specific project of developing and/or improving an existing world wide website. The Client will establish a separate contract with an Internet Service Provider ("ISP") or web hosting provider or Vieth will establish one on behalf of the Client, if Client is purchasing a website package, then hosting is included in the monthly MemberLeap fees. If not, then the monthly fees will be shown in the above description of hosting services. The Client hereby authorizes Vieth to access this account and authorizes the ISP to provide Vieth with write permission for the Client's webpage directory cgi bin directory and any other directories or programs which need to be accessed by Vieth for this project.

2. Maintenance and Changes

Client will provide all updates and changes to the website for period of service using the MemberLeap Content Manager unless Client asks for a quote to have Vieth provide service to the website for them. Minor updates or changes not exceed more than 5 minutes may be provided for free at the discretion of Vieth. Maintenance and changes shall be performed to the webpages at the hourly median rate (currently $145 per hour, subject to change at the discretion of Vieth) and will be applied to that month's billing statement. No work will be performed without approval by the Client. No other parties shall have the right to change the website during the maintenance period. If the Client or an agent other than Vieth attempts updating the webpages and needs to have Vieth spend any time to repair webpages, hourly charges will be assessed, at the median hourly rate (currently $145 per hour, subject to change at the discretion of Vieth) and is not included as part of the monthly fees. In the case of the Client using a hosting-only set up from Vieth, then Vieth is not required to offer any service to the website, other than to the hosting system itself, unless expressly stated in the above agreement.

3. Compensation

For all of Vieth's services under this Agreement, Client shall compensate in U.S. dollars on a monthly basis or as defined in Online Service Agreement (OSA) above. In the event Client fails to make any of the payments referenced by the deadline set forth in Agreement above, Vieth reserves the right but is not obligated to pursue any or all of the following remedies while bringing legal action:

- Suspend the development of or design of the website until payment is made
- Stop all works in progress or remove un-paid-for material
- Terminate the Agreement immediately

4. Consultation

Vieth will provide consultation for free for quoting within reason. If the demand for consultation and quoting becomes an issue, then the hourly consultation rate of $145 per hour will be applied thereafter.

5. Scope of Service

Vieth will: A) Edit, revise, update, or create new content on existing pages based on Client request and approval of quote issued for said services; B) Provide consultation service for any projects that impact the website and/or

projects defined in the project specified above during the initial setup phase of the project; C) Provide disaster recovery from backup and maintain current file library of all assets, graphics, source code, and revision history for Client's website; D) Offer advice and guidance on website management and branding; and E) Liaise with hardware engineers hosting Client support and other affiliate service entities for the Client.

Vieth will not: A) Create new graphics, content, code, scripts, media, or other additional elements without which are not outlined in the agreement above or in Addendum A under the "Scope of Project"; B) Liaise with billing and/or accounting of the hosting and domain service unless directly provided by Vieth; and C) Be responsible for errors and omissions contained in website content.

6. Additional Services

Any revisions, additions, or redesign Client wishes Vieth to perform which is not specified in this document shall be considered additional and will require separate Addendum and payment. Vieth shall advise Client on any requested work that falls within these bounds.

7. Cancellation

Client may cancel this Website Hosting and Maintenance Agreement with Vieth at any time by giving 30 days written notice provided that payment is up to date. Pro rata refund will not be given for any unused period of the advance payment.

8. Troubleshooting

In the event of fault with the web hosting service or serve, Vieth will initiate an inquiry into the service disruption within working hours of the fault or support issue being reported or observed. In the event of hardware or software fault being found the software or hardware, maintainer will be contacted and Vieth will negotiate with them on the Client's behalf. In the event of an operating system fault, Vieth will endeavor to solve the problem as soon as it is possible.

9. Entire Agreement

This contract together with the links herein constitutes the Website Hosting and Maintenance Agreement between Vieth and the Client regarding its website design service. It becomes effective only when signed by the Client on the signature line above (at the beginning of the agreement). Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Eaton County, Michigan, U.S.A., and any dispute will be litigated or arbitrated in Eaton County, Michigan, U.S.A. This agreement shall be governed and construed in accordance with the laws of the State of Michigan, U.S.A.

Each party represents and warrants that on the date first written above they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below.

EXECUTED as of the date first written above by signatory, authorized signature, or signer and the date when the contact was signed above.

06.21.2018