

MASTER WEBSITE SERVICE AGREEMENT

(Website-as-a-Service Subscription Agreement)

SURGE AUTHORITY

Master Services Agreement Governing the Provision of Website-as-a-Service Subscriptions

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, A LIMITATION OF LIABILITY, AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.

MASTER WEBSITE SERVICE AGREEMENT

This Master Website Service Agreement (this “Agreement”) is entered into by and between Surge Authority (“Surge Authority,” “Company,” “we,” “us,” or “our”) and the individual or business entity identified on the signature page or in the applicable Order Form, Client Questionnaire, or online enrollment process (“Customer,” “Client,” “you,” or “your”). Surge Authority and Customer are each a “Party” and are collectively the “Parties.”

RECITALS

WHEREAS, Surge Authority operates a proprietary Website-as-a-Service (“WaaS”) platform through which it designs, builds, hosts, and maintains websites for its customers on an ongoing subscription basis, using proprietary templates, design systems, software, and workflows owned and controlled by Surge Authority;

WHEREAS, Customer desires to subscribe to Surge Authority’s WaaS offering in order to obtain a professionally built and maintained website for use in Customer’s business, and Surge Authority desires to provide such services, in each case subject to the terms and conditions of this Agreement;

WHEREAS, the Parties acknowledge and agree that this Agreement establishes an ongoing services subscription and license arrangement, and that Customer is not purchasing a website, software, or any tangible or intangible deliverable as a one-time sale;

WHEREAS, Customer has had a reasonable opportunity to review this Agreement, ask questions, and, if Customer so chooses, consult with independent legal counsel prior to signing, and Customer enters into this Agreement voluntarily and with a full understanding of its terms;

WHEREAS, the Parties intend for this Agreement to govern the entire commercial relationship between them with respect to the Services, superseding any prior discussions, proposals, advertisements, or informal understandings not expressly incorporated herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. Other capitalized terms are defined in the context in which they first appear.

1.1 “Agreement”

means this Master Website Service Agreement, together with the Client Questionnaire, any Order Form, any addenda, exhibits, or schedules incorporated by reference, and any amendments executed in accordance with Article XXVII.

1.2 “Company” or “Surge Authority”

means Surge Authority, its owners, officers, employees, contractors, agents, successors, and assigns.

1.3 “Customer” or “Client”

means the person or entity identified as the subscriber to the Services, together with its owners, employees, agents, and authorized representatives.

1.4 “Services”

means, collectively, the Initial Website Build, the ongoing monthly website hosting, maintenance, and Minor Update services, domain management services (if applicable), and any other services described in this Agreement or an applicable Order Form.

1.5 “Website”

means the website, including all pages, layouts, design elements, source code, configuration, integrations, and content arrangements, developed, hosted, and maintained by Surge Authority for Customer under this Agreement.

1.6 “Initial Website Build”

means the one-time website design and development process described in Article V, for which Customer pays the Initial Website Build Fee described in Article III.

1.7 “Monthly Service Fee”

means the recurring monthly subscription fee described in Article III, payable by Customer for so long as Customer subscribes to the Services.

1.8 “Minor Updates”

means the limited monthly maintenance allowance described in Article VI.

1.9 “Content”

means all text, images, photographs, logos, trademarks, pricing, business information, testimonials, videos, and other materials supplied by Customer for inclusion on the Website.

1.10 “Platform”

means the website builder, content management system, hosting infrastructure, and related proprietary and third-party software and systems used by Surge Authority to build, host, and operate the Website.

1.11 “Domain”

means the internet domain name associated with the Website, whether registered by Customer or by Surge Authority on Customer’s behalf.

1.12 “Term”

has the meaning set forth in Article XI.

1.13 “Confidential Information”

has the meaning set forth in Article XXV.

1.14 “Order Form”

means any online enrollment, checkout, invoice, or order confirmation through which Customer subscribes to the Services and which references this Agreement.

1.15 “Effective Date”

means the date on which Customer completes signup, submits payment for the Initial Website Build Fee, and accepts this Agreement, whether by electronic signature, checkbox acceptance, or other affirmative act.

1.16 “Renewal Date”

means each monthly anniversary of the Effective Date on which the Monthly Service Fee becomes due and payable.

1.17 “Business Day”

means any day other than a Saturday, Sunday, or federal holiday observed in the United States.

1.18 “Personnel”

means Surge Authority’s employees, subcontractors, independent contractors, and agents who perform any portion of the Services.

1.19 “Client Questionnaire”

means the intake form, or series of intake forms, through which Surge Authority collects the business information, Content, preferences, and approvals necessary to perform the Initial Website Build.

1.20 “Order of Precedence”

means that, in the event of a direct conflict between the terms of this Agreement, an Order Form, and the Client Questionnaire, the terms of this Agreement shall control unless the Order Form expressly and specifically states that it is amending a particular provision of this Agreement by section number.

ARTICLE II. NATURE OF THE SERVICES; WEBSITE-AS-A-SERVICE MODEL

2.1 Website-as-a-Service, Not a Sale of Goods

Customer acknowledges and agrees that Surge Authority provides Website-as-a-Service, an ongoing subscription service, and that this Agreement is not a website design agreement, freelance contract, or software development agreement in the traditional sense. Customer is not purchasing a website, application, or any item of tangible or intangible property. Customer is purchasing a recurring, subscription-based license to use a website built, hosted, operated, and maintained by Surge Authority for so long as Customer's subscription remains active and in good standing.

The Website, including all code, design elements, templates, and underlying systems, remains the sole and exclusive property of Surge Authority at all times, regardless of the fees paid by Customer.

2.2 License to Use

Subject to Customer's continued compliance with this Agreement and continued payment of all applicable fees, Surge Authority grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Website for Customer's own business purposes during the Term. No ownership interest in the Website is conveyed by virtue of this license.

2.3 No Employment or Agency Relationship

Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties. Surge Authority acts solely as an independent provider of the Services.

2.4 Reasonable Use

Customer's license to use the Website is subject to reasonable use consistent with a single business location and business purpose identified in the Client Questionnaire, unless additional locations, brands, or use cases are separately purchased. Surge Authority reserves the right to review usage that materially exceeds the scope of a typical single-business-location subscription and to propose an appropriate additional fee before continuing to support such usage.

2.5 Evolving Nature of the Platform

Customer acknowledges that the Platform, templates, and design systems used to deliver the Services may be updated, modified, or replaced by Surge Authority from time to time in the ordinary course of business, including for security, performance, compatibility, or product improvement purposes, and that such changes do not constitute a breach of this Agreement provided the Website continues to reasonably serve its intended business purpose.

ARTICLE III. FEES AND PAYMENT

3.1 Initial Website Build Fee

Customer agrees to pay the non-refundable Initial Website Build Fee set forth in the then-current Schedule A, due immediately upon signup and prior to commencement of any work.

3.2 Monthly Service Fee

Customer agrees to pay the recurring, non-refundable Monthly Service Fee set forth in the then-current Schedule A, beginning immediately upon signup. The first Monthly Service Fee is due immediately upon signup, together with the Initial Website Build Fee, and is due and payable regardless of whether the Website has been completed, published, or delivered to Customer.

3.3 Billing Commences Immediately; No Delay for Onboarding

Customer acknowledges that Surge Authority begins incurring costs and allocating resources — including project planning, account setup, onboarding, hosting provisioning, software licensing, and Platform configuration — immediately upon Customer's signup, regardless of when Customer completes onboarding or supplies required Content. Accordingly, billing for both the Initial Website Build Fee and the Monthly Service Fee begins immediately upon signup and is not delayed, paused, prorated, or abated on account of any delay attributable to Customer, including Customer's failure to timely complete the Client Questionnaire, supply Content, or respond to requests for approval.

3.4 Non-Refundable

ALL FEES PAID UNDER THIS AGREEMENT, INCLUDING THE INITIAL WEBSITE BUILD FEE AND EVERY MONTHLY SERVICE FEE PAYMENT, ARE NON-REFUNDABLE UNDER ALL CIRCUMSTANCES, INCLUDING CANCELLATION, DISSATISFACTION, NON-USE, OR TERMINATION OF THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW.

3.5 Payment Method; Authorization

Customer authorizes Surge Authority to charge the payment method on file for the Initial Website Build Fee, the Monthly Service Fee, and any other fees due under this Agreement, including the Domain Transfer Processing Fee and Reinstatement Fee, as applicable, on a recurring and automatic basis until this Agreement is terminated in accordance with Article XI.

3.6 Late Payment; Failed Charges

If any payment fails or is declined, Surge Authority may retry the charge, suspend the Services in accordance with Article XXII, and/or assess a reasonable administrative fee for failed payments, in addition to any other remedies available under this Agreement or applicable law.

3.7 Taxes

All fees are exclusive of applicable sales, use, or similar taxes. Customer is responsible for all such taxes other than taxes based on Surge Authority's net income.

3.8 Price Changes; Relationship to Schedule A

Schedule A sets forth Surge Authority's current pricing for the fees described in this Agreement, including the Monthly Service Fee and the Current Hourly Rate described in Article VI. Surge Authority may update Schedule A, including the Monthly Service Fee, the Current Hourly Rate, and any other fee reflected in Schedule A, for future billing periods or future work, upon no less than fourteen (14) days' written notice (which may be provided by email or by posting an updated Schedule A on Surge Authority's website or client portal). Upon the effective date of any such update, the updated Schedule A supersedes the prior Schedule A and governs the applicable fees going forward, without requiring any amendment to the body of this Agreement. Continued use of the Services after the effective date of any fee change constitutes Customer's acceptance of the revised fee.

3.9 Order of Precedence and Multiple Order Forms

If Customer executes multiple Order Forms for multiple websites or additional services, each Order Form is deemed to incorporate this Agreement by reference and to constitute a separate subscription, separately subject to the fees, billing terms, and cancellation terms described herein, unless the applicable Order Form expressly states otherwise.

3.10 No Setoff

Customer shall pay all fees due under this Agreement without any right of setoff, deduction, or counterclaim, except as required by applicable law.

3.11 Currency

All fees stated in this Agreement are in United States Dollars unless otherwise specified in an applicable Order Form.

3.12 Records

Surge Authority may retain records of Customer's payment history, billing information, and account activity for so long as reasonably necessary for accounting, tax, legal, and business purposes, including after termination of this Agreement.

ARTICLE IV. ONBOARDING

4.1 Required Onboarding Materials

Prior to commencement of the Initial Website Build, Customer must execute this Agreement and complete Surge Authority's Client Questionnaire in full. Work on the Website will not begin until both items have been completed and submitted to Surge Authority.

4.2 Estimated Timeline

Most websites are completed within approximately one (1) to two (2) weeks following Surge Authority's receipt of all information reasonably required to complete the Initial Website Build. This timeline is an estimate only and is not a guaranteed delivery date. Timelines may vary based on project complexity, Customer responsiveness, and other factors outside Surge Authority's control.

4.3 Customer Delay Does Not Suspend Billing

As set forth in Section 3.3, delays attributable to Customer in completing onboarding, supplying Content, or providing approvals do not pause, delay, or reduce billing under this Agreement.

4.4 Designated Point of Contact

Customer shall designate at least one individual authorized to submit Content, respond to requests, and provide approvals on Customer's behalf during onboarding and throughout the Term. Surge Authority may reasonably rely on communications received from Customer's designated point of contact, or from any email address or account associated with Customer's account, as authorized instructions from Customer.

4.5 Incomplete Onboarding

If Customer fails to complete onboarding, including submission of a completed Client Questionnaire, within sixty (60) days of the Effective Date, Surge Authority may, in its discretion, treat the engagement as inactive, continue billing in accordance with Article III, and/or suspend the Services in accordance with Article XXII until onboarding is completed.

ARTICLE V. WEBSITE DEVELOPMENT

5.1 Development Methods

The Website will be developed using Surge Authority's proprietary templates, design systems, and development workflows. Surge Authority retains sole discretion over the tools, methods, platforms, and processes used to build and maintain the Website, and may use templates, licensed stock assets, stock photography, artificial intelligence-assisted tools, proprietary systems, and third-party software as part of the development and maintenance process.

5.2 Scope of Customization

The Services include reasonable customization of Surge Authority's existing templates and design systems to reflect Customer's business information, branding, and Content. Fully custom software development, custom application functionality, and bespoke programming are outside the scope of the Services unless separately agreed to in writing and subject to additional fees.

5.3 Approvals

As described in Section 5.4, the Website is intentionally published to a live, publicly accessible URL during development, and publication is not conditioned upon, and does not require, Customer's approval. Customer may review the Website during and after development and may request revisions in accordance with Article VI. Surge Authority may, but is under no obligation to, invite Customer to review the Website at particular points throughout the development process. Customer acknowledges that temporary errors, placeholder content, incomplete pages, and other work-in-progress elements are expected while the Website is under construction, consistent with Section 5.4. Customer's remedy for dissatisfaction with the Website, whether during or after development, is to request revisions or Minor Updates in accordance with Article VI, or to request additional custom work subject to a separate written agreement and additional fees; Customer does not have a right to require pre-publication approval of the Website or any portion of it.

5.4 Publication; Website Is Live During Development

Customer acknowledges and agrees that the Website is intentionally published to a live, publicly accessible address at the outset of, and throughout, the development process, rather than being held privately until fully complete. Building the Website in a live environment is a deliberate part of Surge Authority's development methodology.

Customer understands and agrees that, during development, the Website may be incomplete, may contain placeholder text, images, or pricing, may include unfinished or unpublished-looking pages, may display temporary formatting or technical errors, and that information displayed may change without notice as development progresses. Customer's sole remedy for any of the foregoing is to submit a request for correction or a Minor Update in accordance with Article VI.

SURGE AUTHORITY SHALL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATED TO THE WEBSITE BEING PUBLICLY ACCESSIBLE, INCOMPLETE, OR CONTAINING PLACEHOLDER OR TEMPORARY CONTENT DURING THE DEVELOPMENT PROCESS.

5.5 Hosting; Platform

For so long as this Agreement remains in effect, Surge Authority will host the Website using the Platform's hosting infrastructure. Customer is not entitled to host the Website on infrastructure other than the Platform.

The Website will be built and will remain on the website-building platform selected by Surge Authority in its sole discretion (the "Platform"). Surge Authority is under no obligation to migrate, rebuild, recreate, convert, or transfer the Website to a different platform, unless separately agreed to in writing and subject to additional fees.

5.6 Revisions During the Build Process

Surge Authority will incorporate reasonable feedback provided by Customer during the initial build process; however, requests that substantially expand the scope of the Initial Website Build beyond customization of Surge Authority's existing templates — such as requests for custom-coded functionality — are treated as outside the scope of the Initial Website Build Fee and may be proposed as a separate, additional engagement.

Without limiting the foregoing, the Initial Website Build does NOT include, unless separately quoted and agreed to in writing: visual redesigns; additional pages beyond those contemplated by the standard template selected; additional location pages; layout changes beyond reasonable customization; navigation structure changes; booking or scheduling systems; customer relationship management (CRM) integrations; custom forms; automation or workflow tools; application programming interface (API) integrations; custom functionality of any kind; advanced search engine optimization (SEO) work; marketing services; copywriting services; software development; programming; or any other work that materially exceeds reasonable customization of Surge Authority's standard templates and design systems.

5.7 No Obligation Regarding Platform Features

Surge Authority is not responsible or liable if the underlying Platform changes, removes, limits, discontinues, or modifies any feature, tool, or functionality relied upon by the Website, and Surge Authority may, but is not obligated to, adapt the Website in response to any such Platform change.

ARTICLE VI. MINOR UPDATES; MONTHLY MAINTENANCE ALLOWANCE

6.1 Monthly Allowance

As part of the Monthly Service Fee, Customer is entitled to approximately fifteen (15) minutes of Surge Authority labor per calendar month for Minor Updates to the Website (the “Minor Update Allowance”).

6.2 No Rollover

The Minor Update Allowance does not roll over, accrue, or carry forward from one calendar month to the next. Any unused portion of the Minor Update Allowance expires at the end of the calendar month in which it was available, with no credit, refund, or make-up allowance of any kind.

6.3 Examples of Included Minor Updates

Minor Updates consist of routine, small-scale maintenance changes to existing Website content that can generally be completed within the Minor Update Allowance described in Section 6.1. The following are examples only and are not intended to be an exhaustive list of included Minor Updates:

- Updating a phone number or contact information
- Updating business hours
- Replacing an existing photograph with a substantially similar photograph
- Minor wording or text corrections
- Small factual corrections to existing content

6.4 Excluded from Minor Updates

The Minor Update Allowance described in Section 6.3 is strictly limited to routine, small-scale maintenance changes to existing Website content. Any request that falls outside that scope, whether or not specifically identified below, is excluded from the Minor Update Allowance and, if accepted by Surge Authority, shall require a separate written agreement and additional fees at Surge Authority’s then-current rates.

Examples of excluded work include, without limitation:

- Creation of new pages
- Redesigns of existing pages or the overall Website
- Programming or custom development work
- New functionality or features
- Software development of any kind
- Custom coding

- Advanced search engine optimization (SEO) work
- Integration of artificial intelligence tools or features
- Marketing services of any kind
- Copywriting services
- Addition of new business locations or location pages

6.5 Requesting Minor Updates

Requests for Minor Updates must be submitted through the process designated by Surge Authority from time to time. Surge Authority will use reasonable efforts to complete Minor Update requests in a timely manner but does not guarantee any specific turnaround time.

6.6 Billing for Work Exceeding the Allowance

Work requested by Customer that exceeds the Minor Update Allowance, or that falls within the excluded categories described in Section 6.4, will be billed at Surge Authority's then-current hourly rate, as set forth in Schedule A, subject to a one (1) hour minimum charge per request, unless the Parties agree in writing to a different fee arrangement for a specific project. Surge Authority will use reasonable efforts to inform Customer before performing billable work in excess of the Minor Update Allowance, but performance of the requested work by Customer's designated point of contact constitutes authorization for the applicable charge.

ARTICLE VI-A. CUSTOMER ABANDONMENT OF PROJECT

6A.1 Extended Non-Participation

If Customer fails to meaningfully participate in the onboarding, Initial Website Build, or ongoing maintenance of the Website — including by failing to respond to Surge Authority's reasonable requests for Content, approvals, or other cooperation — for an extended period, Surge Authority may, in its sole discretion, treat the project as abandoned and close it. What constitutes an extended period is determined by Surge Authority based on the circumstances of the particular project and may include, without limitation, thirty (30) days, sixty (60) days, six (6) months, or any other period of non-participation that Surge Authority reasonably determines demonstrates abandonment. The examples in the preceding sentence are illustrative only and do not obligate Surge Authority to wait any minimum period, and do not limit Surge Authority's discretion to close a project sooner where the circumstances reasonably warrant doing so.

6A.2 No Refund

No refund of any previously paid fees is owed to Customer in the event a project is closed for abandonment under this Article VI-A, in accordance with Section 3.4.

6A.3 Restarting an Abandoned Project

If Customer later wishes to resume a project closed for abandonment, Surge Authority may, in its discretion, require Customer to purchase a new Initial Website Build and enter into a new agreement, rather than resuming the prior engagement.

ARTICLE VII. CUSTOMER RESPONSIBILITIES AND WARRANTIES

7.1 Accuracy of Information

Customer is solely responsible for providing accurate, complete, and current business information for use on the Website, including but not limited to business name, pricing, phone numbers, addresses, hours of operation, policies, photographs, logos, and any content necessary for Surge Authority to build and maintain the Website.

7.2 Reliance on Customer-Supplied Information

Surge Authority may rely upon all information, Content, and approvals supplied by Customer without any obligation to independently verify such information. Customer is solely and exclusively responsible for reviewing and approving all Content before and after publication on the Website, including during the live development process described in Section 5.4, and acknowledges that the Website may display incomplete, placeholder, or changing Content during that process.

7.3 Compliance Responsibilities

Customer remains solely responsible, at all times, for the accuracy and legality of all pricing, claims, business information, and representations displayed on the Website, and for ensuring compliance with all applicable laws, regulations, licensing requirements, and industry-specific rules, including without limitation advertising compliance, medical or health-related claims, and professional licensing requirements applicable to Customer's business. Surge Authority provides no legal, regulatory, or compliance review of Content.

7.4 Content Ownership Warranty

Customer represents and warrants that it owns or holds all necessary rights, licenses, and permissions in and to all Content it supplies to Surge Authority, and that Surge Authority's use of such Content in connection with the Services will not infringe, misappropriate, or violate the intellectual property, publicity, privacy, or other rights of any third party.

7.5 Timely Cooperation

Customer agrees to respond to reasonable requests for information, Content, and approvals in a timely manner. As set forth in Section 3.3, Customer's failure to do so does not relieve Customer of any payment obligation.

7.6 Lawful Use of the Website

Customer shall use the Website solely for lawful business purposes and shall not use, or permit the Website to be used, in any manner that violates applicable law, infringes the rights of any third party, or is inconsistent with the restrictions set forth in Article XXI.

7.7 Account Security

Customer is responsible for maintaining the confidentiality of any login credentials associated with its account and for all activity that occurs under its account, whether or not authorized by Customer, except to the extent such activity results directly from Surge Authority's gross negligence or willful misconduct.

7.8 Accurate Contact and Billing Information

Customer shall keep its contact information, billing information, and payment method current at all times and shall promptly notify Surge Authority of any changes.

ARTICLE VIII. INTELLECTUAL PROPERTY AND WEBSITE OWNERSHIP

8.1 Customer-Owned Materials

Customer retains all right, title, and interest in and to Customer's business name, logos, trademarks, original photographs supplied by Customer, and original written Content supplied by Customer (collectively, "Customer Materials").

8.2 Surge Authority-Owned Materials

Except for Customer Materials, Surge Authority owns all right, title, and interest in and to the Website and all of its constituent elements, including without limitation all templates, layouts, design systems, source code, stylesheets (CSS), graphics created by Surge Authority, workflows, processes, structure, and any other intellectual property incorporated into or underlying the Website (collectively, "Surge Authority IP"), whether created before, during, or after the Term, and regardless of whether such elements were customized for Customer.

8.3 No Transfer by Operation of Payment

Payment of the Initial Website Build Fee, the Monthly Service Fee, or any other fee under this Agreement does not transfer any ownership interest in the Surge Authority IP to Customer. Customer's rights are limited to the license described in Section 2.2.

8.4 Reservation of Rights

All rights not expressly granted to Customer under this Agreement are reserved by Surge Authority.

8.5 Feedback

If Customer provides Surge Authority with suggestions, ideas, or feedback regarding the Services or Platform, Surge Authority may use such feedback for any purpose, including to improve its products and services, without any obligation or compensation to Customer.

8.6 Trademark License to Surge Authority

Customer grants Surge Authority a limited, non-exclusive, royalty-free license to use Customer's name, logo, and trademarks solely as necessary to build, host, and display the Website and to perform the Services, and as described in Article XX.

8.8 Internal Retention of Website Copies

Surge Authority may permanently retain a copy of every Website it creates under this Agreement, including after termination of this Agreement, for Surge Authority's own internal business purposes, including template development, design inspiration, quality control, testing, internal reference, and future development of Surge Authority's products and services. Customer receives no ownership interest in, and has no right to control Surge Authority's use of, any such internally retained copy, subject at all

times to Surge Authority's confidentiality obligations under Article XXV and Customer's ownership of Customer Materials under Section 8.1.

8.9 Surge Authority's Right to Evolve Its Internal Business Methods

Customer acknowledges that Surge Authority IP, as defined in Section 8.2, and Surge Authority's underlying business operations generally, are proprietary to Surge Authority and are not fixed as of the Effective Date. Consistent with Section 2.5, Surge Authority may, at any time and in its sole discretion, modify, replace, improve, redesign, standardize, discontinue, or otherwise change its templates, design systems, workflows, internal processes, development methodologies, software stack, automation, service offerings, and business methods, provided that Customer continues to receive substantially the Services described in this Agreement. Customer acquires no ownership interest in, and has no approval, consultation, or veto rights over, any such internal business assets or Surge Authority's decisions regarding them.

ARTICLE X. DOMAIN NAME MANAGEMENT

10.1 Domain Management Services

If Surge Authority manages Customer's Domain on Customer's behalf, such management is provided solely as a convenience and as part of the Services during the Term.

10.1A Premium Domain Names

Surge Authority's Domain management services are intended solely for standard commercial domain names having a recurring annual registration or renewal cost of approximately Twenty-Five Dollars (US \$25.00) or less.

If a Domain has registration, renewal, transfer, redemption, or other recurring costs materially exceeding that amount, including premium Domain names, Surge Authority may, in its sole discretion: (a) decline to register, transfer, renew, or manage the Domain; (b) require Customer to register and maintain the Domain directly through a registrar of Customer's choosing; or (c) require Customer to prepay or reimburse Surge Authority for all registration, renewal, transfer, redemption, ICANN, registrar, and other third-party fees associated with the Domain before performing any related services.

Surge Authority has no obligation to subsidize, absorb, advance, or otherwise pay any premium Domain registration, renewal, transfer, redemption, or similar third-party costs.

10.2 Termination of Domain Management

Surge Authority's management of the Domain ends immediately upon cancellation or termination of this Agreement, or upon non-payment of any fees due hereunder, without further notice.

10.3 Domain Transfer

Customer may request transfer of a Surge Authority-managed Domain to Customer's own account upon payment of the one-time Domain Transfer Processing Fee set forth in the then-current Schedule A.

10.4 No Liability for Domain Loss

If Customer does not arrange for transfer of the Domain prior to cancellation or termination of this Agreement, and the Domain subsequently expires, becomes unavailable, or is acquired by a third party, Surge Authority shall have no liability whatsoever for the loss of the Domain or any resulting damages, including loss of business, goodwill, or web traffic.

10.5 Customer-Registered Domains

If Customer registers and maintains the Domain directly with a third-party registrar, Customer is solely responsible for renewal, payment, and administration of the Domain, and Surge Authority's sole obligation is to reasonably configure the Website to operate with the Domain as directed by Customer.

10.6 Domain Disputes

Surge Authority is not responsible for resolving any dispute between Customer and a third party regarding ownership of, or rights to, any Domain.

ARTICLE XI. TERM; CANCELLATION; TERMINATION

11.1 Term

This Agreement begins on the date Customer completes signup and continues on a month-to-month basis until terminated in accordance with this Article XI.

11.2 Cancellation by Customer

Customer may cancel the Services at any time. To avoid being charged for an additional billing period, Customer should submit a cancellation request at least forty-eight (48) business hours prior to the next scheduled renewal date. Surge Authority will process cancellation requests as soon as reasonably practicable following receipt.

11.3 No Refunds Upon Cancellation

Cancellation does not entitle Customer to any refund, prorated refund, or credit for any fees already paid, including any unused portion of the then-current billing period, in accordance with Section 3.4.

11.4 Effect of Cancellation

Upon cancellation or termination, the Services, including hosting and public availability of the Website, may be terminated immediately.

Surge Authority may permanently delete the Website, Content, Customer Materials, and all associated data immediately upon cancellation or termination, or at any later time, in its sole discretion, without notice or liability to Customer. Customer is solely responsible for maintaining copies of any Customer Materials or Content it wishes to preserve prior to cancellation or termination.

Surge Authority may, but is under no obligation to, retain copies of the Website, Content, Customer Materials, or related data for any period of time, including permanently, for its own internal business, legal, operational, archival, evidentiary, compliance, or recordkeeping purposes.

Nothing in this Section obligates Surge Authority to continue renewing, maintaining, paying for, preserving, or otherwise managing any Domain following cancellation or termination, which remains governed exclusively by Article X.

11.5 Termination by Surge Authority

In addition to Surge Authority's suspension and termination rights described in Article XXII and Article XXI, Surge Authority may terminate this Agreement, with or without cause, at any time, for any lawful reason, effective immediately upon written notice to Customer (which may be provided by email). No explanation for such termination is required, and nothing in this Section 11.5 or elsewhere in this Agreement shall be construed to require Surge Authority to provide advance notice before termination is effective or to continue performing the Services after Surge Authority has determined to terminate. Termination under this Section 11.5 is without liability to Customer except as expressly required by applicable law, and

Customer remains responsible for all fees accrued through the effective date of termination in accordance with Section 3.4.

11.6 Method of Cancellation

Cancellation requests must be submitted through the cancellation method designated by Surge Authority from time to time, such as a client portal, written notice to Surge Authority's billing contact, or another method Surge Authority identifies to Customer. Verbal cancellation requests, or cancellation requests submitted solely to individual Personnel outside of the designated cancellation channel, may not be effective and Customer remains responsible for confirming that a cancellation request has been received.

11.7 Automatic Renewal

Unless and until cancelled in accordance with this Article XI, this Agreement automatically renews on a month-to-month basis on each Renewal Date, and Customer authorizes Surge Authority to continue charging the Monthly Service Fee accordingly.

ARTICLE XII. REINSTATEMENT

12.1 Reinstatement If Website Still Exists

If Customer's Website has not yet been deleted following cancellation or suspension, Customer may request reinstatement of the Services upon payment of the reinstatement fee set forth in the then-current Schedule A, together with any outstanding amounts owed and resumption of Monthly Service Fee billing.

12.2 Reinstatement If Website Has Been Deleted

If Customer's Website has already been permanently deleted in accordance with Section 11.4, reinstatement is not available, and Customer must purchase a new website subject to a new Initial Website Build Fee and execution of a new agreement with Surge Authority.

12.3 Resumed Billing

Upon reinstatement, Monthly Service Fee billing resumes as of the date of reinstatement, and the Term continues on a month-to-month basis as though the prior cancellation or suspension had not occurred, subject to the other terms of this Agreement.

12.4 Reinstatement Subject to Then-Current Terms

Customer acknowledges that reinstatement under this Article XII is not a contractual right to resume Services on the pricing, plans, fees, terms, conditions, or policies in effect at the time of the original cancellation or suspension. Any reinstatement, and any new engagement following a purchase of a new website under Section 12.2, is subject to Surge Authority's then-current pricing, plans, fees, terms, conditions, and offerings as of the date of reinstatement or new engagement, as reflected in the then-current version of Schedule A and this Agreement, regardless of the pricing or terms that applied to Customer's original subscription.

ARTICLE XIII. SCOPE LIMITATIONS; SERVICES NOT PROVIDED

13.1 Scope of Excluded Services

Except as expressly provided in this Agreement or in a separate written agreement signed by Surge Authority, the Services include only those services expressly described in this Agreement. Any products, services, deliverables, consulting, management, monitoring, optimization, compliance review, representations, warranties, or other work not expressly described are excluded.

Without limiting the foregoing, the following are examples only and are not intended to be an exhaustive list of services that are not included as part of the Services:

- Software or application development services
- HIPAA compliance services or representations
- ADA or other accessibility compliance services or representations
- Legal advice
- Tax advice
- Marketing consulting
- Advertising management
- Social media management
- Guaranteed accessibility of the Website
- Guaranteed uptime of the Website or Platform
- Guaranteed search engine optimization (SEO) outcomes
- Guaranteed search engine rankings
- Guaranteed leads
- Guaranteed revenue
- Guaranteed sales

13.1A Excluded Third-Party Business Tools and Marketing Services

Without limiting Section 13.1, Surge Authority has no obligation to create, configure, manage, monitor, optimize, maintain, troubleshoot, or provide support for any third-party platform, software, service, directory, advertising platform, analytics platform, business listing service, search engine service, customer relationship management (CRM) system, social media platform, or any similar third-party product or service unless expressly included in a separate written agreement.

The following are examples only and are not intended to be an exhaustive list:

- Google Business Profile setup or management

- Google Ads campaign creation or management
- Google Analytics setup or reporting
- Google Search Console setup or monitoring
- Google Local Services Ads
- Google Workspace setup or administration
- Microsoft services (including Microsoft 365, Bing Places for Business, or Microsoft Advertising)
- Apple Business Connect setup or management
- Bing Places for Business setup or management
- Online directory listing management
- Local search citation management
- Marketing consulting services
- Paid advertising campaign management of any kind
- Search engine optimization (SEO) campaigns
- Online review solicitation or review management services

13.2 No Reliance

Customer acknowledges that it has not relied upon any representation, promise, or guarantee regarding the matters described in Section 13.1 in deciding to enter into this Agreement, other than the express written terms of this Agreement.

13.3 Availability of Excluded Services

If Customer desires any of the services described in Section 13.1, Customer may request a separate written proposal from Surge Authority or engage a third-party provider of Customer's choosing. Surge Authority is under no obligation to provide, and assumes no responsibility for, any such services unless and until a separate written agreement specifically describing the scope, fees, and terms of such services has been executed by both Parties.

13.4 Referrals to Third Parties

Surge Authority may, as a courtesy and without any obligation to do so, refer Customer to third-party providers for services outside the scope of this Agreement. Surge Authority makes no representation or warranty regarding, and assumes no liability for, the services provided by any such third party.

ARTICLE XIV. DISCLAIMERS; NO GUARANTEES

14.1 No Performance Guarantees

SURGE AUTHORITY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING SEARCH ENGINE RANKINGS, SEARCH ENGINE OPTIMIZATION OUTCOMES, WEBSITE TRAFFIC, LEAD GENERATION, SALES, REVENUE, OR BUSINESS GROWTH RESULTING FROM THE SERVICES OR THE WEBSITE. ANY EXAMPLES, CASE STUDIES, OR PAST RESULTS REFERENCED BY SURGE AUTHORITY ARE ILLUSTRATIVE ONLY AND DO NOT CONSTITUTE A GUARANTEE OF SIMILAR RESULTS FOR CUSTOMER.

14.2 AI-Generated Content

To the extent artificial intelligence tools are used in connection with the Services, Surge Authority makes no representation or warranty regarding the accuracy, originality, or non-infringing nature of any AI-generated or AI-assisted content. Customer is solely responsible for reviewing and approving any such content before or after publication, including during the live development process described in Section 5.4, and Customer's remedy for any inaccurate, inappropriate, or unapproved AI-generated or AI-assisted content is to request a correction in accordance with Article VI.

14.3 Indexing and Platform Performance

Surge Authority does not guarantee that the Website will be indexed by any search engine, or any particular level of Platform uptime, availability, or performance. The Services are provided on an "AS IS" and "AS AVAILABLE" basis.

14.4 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SURGE AUTHORITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

14.5 Marketing Materials Not Part of This Agreement

Any statements, testimonials, or illustrative examples appearing in Surge Authority's marketing materials, website, sales presentations, or social media are provided for general informational purposes only, do not constitute a warranty or guarantee, and are not incorporated into or made a part of this Agreement unless expressly restated in the body of this Agreement.

14.6 Downtime; No Liability Regardless of Cause

Surge Authority does not warrant that the Website will operate continuously, without interruption, or without error. SURGE AUTHORITY SHALL NOT BE LIABLE FOR ANY WEBSITE DOWNTIME, UNAVAILABILITY, OR DEGRADED PERFORMANCE REGARDLESS OF CAUSE, INCLUDING WITHOUT LIMITATION: THIRD-PARTY FAILURES OF THE KIND DESCRIBED IN ARTICLE XIX; INTERNET OR NETWORK OUTAGES; SCHEDULED OR PLANNED MAINTENANCE; UNEXPECTED OR EMERGENCY MAINTENANCE; PLATFORM OUTAGES;

SOFTWARE BUGS OR DEFECTS; AND HUMAN ERROR OR INADVERTENT MISTAKES, INCLUDING INADVERTENT MISTAKES BY SURGE AUTHORITY OR ITS PERSONNEL. CUSTOMER'S SOLE REMEDY FOR ANY SUCH DOWNTIME IS TO REQUEST THAT THE ISSUE BE CORRECTED IN ACCORDANCE WITH ARTICLE VI. NOTHING IN THIS SECTION 14.6 IS INTENDED TO DISCLAIM LIABILITY FOR SURGE AUTHORITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT TO THE EXTENT SUCH A DISCLAIMER WOULD BE UNENFORCEABLE UNDER APPLICABLE LAW.

ARTICLE XIV-A. DATA PRIVACY

14A.1 Limited Processing

In connection with providing the Services, Surge Authority may process certain personal information submitted by Customer or collected through the Website, such as contact form submissions, solely for the purpose of operating and maintaining the Website and providing the Services.

14A.2 Customer as Data Controller

As between the Parties, Customer is solely responsible for determining what personal information is collected through the Website, for providing any legally required privacy notices or consents to the Website's visitors, and for complying with all applicable data privacy laws applicable to Customer's business and its collection of personal information, including any state, federal, or international privacy laws applicable to Customer's customers or website visitors.

14A.3 No Warranty of Regulatory Compliance

Surge Authority does not represent or warrant that the Website or Platform complies with any particular data privacy law or regulation, including the California Consumer Privacy Act, the General Data Protection Regulation, or any similar law, and Customer is solely responsible for assessing whether the Website meets its own regulatory obligations.

ARTICLE XIV-B. SUPPORT AND COMMUNICATIONS

14B.1 Support Channels

Support is provided solely through email, the client portal, or such other communication method Surge Authority designates from time to time, for Customer to submit Minor Update requests, ask questions, and report technical issues with the Website.

14B.2 No Guaranteed Response Times; No Emergency Support

Surge Authority does not guarantee any specific response time or resolution time for support requests and does not provide emergency support of any kind, including outside of normal business operations. Surge Authority is not required to provide telephone support, and any telephone assistance Surge Authority elects to provide is a courtesy only and does not create an ongoing obligation to do so.

14B.3 Order of Handling Requests

Support and Minor Update requests are handled in the order received, subject to Surge Authority's business priorities and reasonable discretion in allocating its resources among its customers.

14B.4 Marketing Communications

Customer consents to receive transactional and account-related communications from Surge Authority by email or other electronic means. Customer may opt out of purely promotional marketing communications at any time, without affecting transactional communications necessary to the provision of the Services.

ARTICLE XV. CYBERSECURITY AND SYSTEM FAILURES

15.1 No Liability for Security Incidents

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURGE AUTHORITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM OR RELATED TO: HACKING; MALWARE; VIRUSES; RANSOMWARE; PHISHING; DATA BREACHES; CLOUD SERVICE PROVIDER FAILURES; INTERNET OUTAGES; HOSTING PROVIDER OUTAGES; DOMAIN NAME SYSTEM (DNS) FAILURES; SSL CERTIFICATE FAILURES; EMAIL SERVICE OUTAGES; CUSTOMER'S OWN NEGLIGENCE; COMPROMISE OF CUSTOMER'S LOGIN CREDENTIALS; FAILURES OF THIRD-PARTY SERVICE PROVIDERS; POWER FAILURES; OR ACTS OF GOD.

15.2 Security Best Practices

Customer is responsible for maintaining the confidentiality of its account credentials and for promptly notifying Surge Authority of any suspected unauthorized access to Customer's account.

15.3 Reasonable Safeguards, No Guarantee

Surge Authority uses commercially reasonable administrative, technical, and physical safeguards designed to protect the Website and Platform; however, no method of transmission or storage is completely secure, and Surge Authority does not warrant or guarantee that the Website or Platform will be free from unauthorized access, interruption, or error.

15.4 Incident Notification

In the event Surge Authority becomes aware of a security incident materially affecting Customer's Website or data, Surge Authority will notify Customer within a reasonable time and take such steps to investigate and remediate as Surge Authority determines appropriate in its discretion, without thereby assuming any liability beyond that expressly set forth in Article XXIII.

ARTICLE XVI. CUSTOMER CONTENT

16.1 Warranty of Rights

As set forth in Section 7.4, Customer warrants that it owns or possesses all necessary legal rights in and to all Content it submits to Surge Authority for use on the Website.

16.2 Indemnification for Content

Customer shall indemnify, defend, and hold harmless Surge Authority from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Customer's Content, including any claim that such Content infringes, misappropriates, or violates the intellectual property, publicity, privacy, or other rights of any third party, or violates any applicable law or regulation.

16.3 No Obligation to Monitor

Surge Authority has no obligation to monitor or review Content for accuracy, legality, or appropriateness, but reserves the right to remove or decline to publish any Content that it reasonably believes violates this Agreement or applicable law.

16.4 Retention of Content After Termination

Surge Authority is under no obligation to retain, return, restore, recover, or provide copies of any Content or Customer Materials following cancellation or termination of this Agreement.

ARTICLE XVII. TYPOGRAPHICAL AND OTHER ERRORS

17.1 No Contractual Obligation Arising from Errors

Customer acknowledges that typographical errors, formatting mistakes, pricing display errors, publication errors, coding errors, broken links, accidental content omissions, artificial intelligence-generated errors, and other inadvertent mistakes may occasionally occur on the Website despite Surge Authority's reasonable efforts. Any such inadvertent error shall not create any binding obligation, offer, or representation on the part of Surge Authority or Customer, and shall not give rise to any claim against Surge Authority.

17.2 Right to Correct

Surge Authority may correct any such error at any time, in its discretion, without liability.

ARTICLE XVIII. HIPAA AND ADA DISCLAIMERS

18.1 No HIPAA Compliance

SURGE AUTHORITY DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE WEBSITE OR ANY ASSOCIATED SERVICES ARE COMPLIANT WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”) OR ANY SIMILAR STATE OR FEDERAL LAW GOVERNING THE PRIVACY OR SECURITY OF HEALTH INFORMATION. CUSTOMER SHALL NOT USE THE WEBSITE TO TRANSMIT, STORE, OR PROCESS PROTECTED HEALTH INFORMATION UNLESS AND UNTIL THE PARTIES HAVE EXECUTED A SEPARATE, APPLICABLE BUSINESS ASSOCIATE AGREEMENT, WHICH SURGE AUTHORITY IS UNDER NO OBLIGATION TO PROVIDE.

18.2 No ADA Compliance Guarantee

SURGE AUTHORITY DOES NOT GUARANTEE THAT THE WEBSITE COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT (“ADA”), THE WEB CONTENT ACCESSIBILITY GUIDELINES (WCAG), OR ANY SIMILAR ACCESSIBILITY LAW, REGULATION, OR STANDARD. CUSTOMER REMAINS SOLELY RESPONSIBLE FOR ASSESSING AND ADDRESSING ITS OWN LEGAL ACCESSIBILITY OBLIGATIONS.

18.3 No Accessibility Services; No Obligation to Perform Accessibility Work

SURGE AUTHORITY DOES NOT PROVIDE ADA, WCAG, OR OTHER ACCESSIBILITY COMPLIANCE SERVICES OF ANY KIND. Surge Authority may, in its sole discretion, elect to perform accessibility-related work requested by Customer, but is under absolutely no obligation to do so. Any accessibility-related work Surge Authority elects to perform is outside the scope of the Minor Update Allowance described in Article VI and will be billed as a separately scoped and quoted project, or at Surge Authority’s then-current hourly rate set forth in Schedule A, unless Surge Authority expressly agrees otherwise in writing. SURGE AUTHORITY DOES NOT REPRESENT OR GUARANTEE THAT ANY ACCESSIBILITY-RELATED WORK IT PERFORMS, WHETHER REQUESTED BY CUSTOMER OR OTHERWISE, WILL RESULT IN THE WEBSITE BEING COMPLIANT WITH THE ADA, WCAG, OR ANY OTHER ACCESSIBILITY LAW, REGULATION, OR STANDARD. Customer remains solely and exclusively responsible, at all times, for all accessibility compliance obligations applicable to Customer’s business and the Website.

ARTICLE XIX. THIRD-PARTY SERVICES

19.1 No Liability for Third-Party Failures

The Services depend, in part, on third-party products, software, platforms, hosting providers, domain registrars, payment processors, artificial intelligence providers, communication services, application programming interfaces (APIs), search engines, and other services that are outside Surge Authority's control (collectively, the "Third-Party Services"). Surge Authority shall not be responsible or liable for any failure, interruption, outage, delay, error, discontinuation of service, security incident, policy change, feature removal, pricing change, or other issue arising from or relating to any Third-Party Service, regardless of whether such service is identified in this Agreement.

19.2 Changes to Third-Party Terms

If a third-party provider changes its pricing, terms of service, or functionality in a manner that affects the Services, Surge Authority may adjust the Services, pass through reasonable additional costs, or discontinue the affected functionality, and will use reasonable efforts to notify Customer of any material impact.

19.3 No Endorsement

Reference to any third-party product or service in this Agreement or in connection with the Services does not constitute an endorsement or warranty by Surge Authority of that product or service.

ARTICLE XX. PORTFOLIO AND MARKETING RIGHTS

20.1 License to Display; Material Condition

Customer grants Surge Authority a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to display screenshots, images, and descriptions of the completed Website, together with Customer's business name, logo, and related materials, in Surge Authority's portfolio, website, case studies, advertising, social media, and other marketing materials. This license is not optional and may not be revoked, withdrawn, or opted out of by Customer. Customer acknowledges that this permission is a material condition of Surge Authority's agreement to provide the Services, and that Surge Authority would not enter into this Agreement on the fees set forth in Article III without this license.

20.2 No Compensation

Customer is not entitled to any compensation, royalty, or credit in connection with Surge Authority's use of the materials described in this Article XX.

20.3 Website Attribution

Customer agrees that Surge Authority may include a reasonable "Built by Surge Authority" (or similar) attribution in the footer or other unobtrusive location of the Website, including a hyperlink to Surge Authority's own website. Removal of this attribution requires Surge Authority's prior written consent, which Surge Authority may grant or withhold in its discretion, including as a paid add-on if Surge Authority so elects.

ARTICLE XX-A. NO EXCLUSIVITY

20A.1 No Exclusive Rights

Customer acknowledges that Surge Authority provides website-building services to many customers across many industries and geographic markets, and nothing in this Agreement grants Customer any exclusive rights of any kind. Surge Authority may design, build, host, and maintain websites for other customers, including businesses that compete directly with Customer, using layouts, templates, design systems, and design elements that are the same as, similar to, or inspired by those used for Customer's Website.

20A.2 No Market or Geographic Exclusivity

Customer is not entitled to any geographic, industry, or market exclusivity, and Surge Authority is under no obligation to decline any engagement on the grounds that a prospective customer competes with Customer.

ARTICLE XXI. PROHIBITED CONTENT; RIGHT TO REFUSE SERVICE

21.1 Prohibited Content

Surge Authority may refuse, suspend, or terminate the Services, in whole or in part, if the Website or Customer's business involves any of the following, including without limitation:

- Pornography or sexually explicit content
- Illegal business activities
- Fraud or fraudulent schemes
- Scams or deceptive business practices
- Counterfeit products
- Malware, spyware, or similar malicious software
- Phishing
- Spam or unsolicited bulk communications
- Copyright infringement
- Trademark infringement
- Hate speech
- Content promoting violence
- Terrorism or support for terrorist activity
- Any content or activity that Surge Authority reasonably believes creates legal or reputational risk to Surge Authority

21.2 Right to Refuse Service Generally

Surge Authority may decline to accept, or may terminate, any project or engagement for any lawful reason, in its sole discretion, at any time.

21.3 Notice and Cure

Where reasonably practicable and where Surge Authority determines the circumstances do not require immediate action, Surge Authority will provide Customer notice of a suspected violation of Section 21.1 and a reasonable opportunity, not to exceed five (5) Business Days, to cure the violation before suspending or terminating the Services on that basis.

21.4 No Refund Upon Refusal for Cause

If Surge Authority terminates this Agreement due to Customer's violation of Section 21.1, Customer is not entitled to any refund of fees previously paid.

21.5 Abusive Customer Conduct

In addition to the grounds described in Section 21.1, Surge Authority may immediately suspend or terminate the Services, without the notice-and-cure period described in Section 21.3, if Customer or anyone acting on Customer's behalf engages in abusive, threatening, or harassing conduct toward Surge Authority or its Personnel, repeated unreasonable behavior, repeated excessive demands beyond the scope of this Agreement, or other conduct that Surge Authority, in its sole discretion, determines to be inappropriate toward Surge Authority or its Personnel. Surge Authority shall have sole discretion in determining whether such conduct has occurred, and Customer is not entitled to any refund of fees previously paid in the event of suspension or termination under this Section 21.5.

ARTICLE XXII. SUSPENSION OF SERVICE

22.1 Grounds for Suspension

Surge Authority may immediately suspend the Services, including public availability of the Website, without prior notice, in the event of any of the following, without limitation:

- Non-payment of any fees due under this Agreement
- Abusive, threatening, or harassing conduct toward Surge Authority personnel
- Repeated unreasonable behavior or repeated excessive demands beyond the scope of this Agreement
- Other conduct Surge Authority determines, in its sole discretion, to be inappropriate toward Surge Authority personnel
- Suspected fraud
- Illegal activity
- Security threats to the Platform or other customers
- Chargebacks or payment disputes initiated by Customer
- Any other violation of this Agreement

22.2 No Liability for Suspension

Surge Authority shall have no liability to Customer for any suspension effected in accordance with this Article XXII, including any resulting loss of business, traffic, leads, or revenue.

22.3 Sole Discretion

Surge Authority shall have sole discretion in determining whether conduct described in Section 22.1 has occurred and whether suspension or termination is warranted.

ARTICLE XXII-A. CHARGEBACKS AND PAYMENT DISPUTES

22A.1 Immediate Suspension

If Customer initiates a chargeback, payment dispute, or reversal with its bank or card issuer for any fee due under this Agreement, Surge Authority may immediately suspend the Services, including public availability of the Website, without further notice, in addition to any other remedies available under this Agreement.

22A.2 Continued Liability

Initiating a chargeback or payment dispute does not relieve Customer of its obligation to pay all amounts due under this Agreement. Customer remains liable for all disputed amounts, together with any fees, penalties, or costs Surge Authority incurs as a result of the chargeback or dispute, including chargeback fees, collection costs, arbitration costs, and reasonable attorneys' fees to the extent permitted by applicable law.

22A.3 Reinstatement Following a Resolved Chargeback

If Services are suspended under this Article XXII-A, reinstatement is subject to Customer's payment in full of all disputed and outstanding amounts, together with the reinstatement fee described in Article XII, as applicable.

ARTICLE XXIII. LIMITATION OF LIABILITY

23.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURGE AUTHORITY'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO SURGE AUTHORITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

23.2 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23.3 Basis of the Bargain

The Parties acknowledge that the limitations set forth in this Article XXIII are a fundamental basis of the bargain between the Parties and that the fees charged by Surge Authority reflect, in part, the allocation of risk set forth herein.

23.4 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the foregoing limitations may not apply to Customer to the extent prohibited by applicable law.

23.5 Independent Application of Limitations

The limitations set forth in this Article XXIII apply regardless of the number of claims, the theory of liability asserted, and whether Surge Authority has been advised of the possibility of such damages, and shall apply even if any limited remedy set forth in this Agreement is found to have failed of its essential purpose.

23.6 Allocation of Risk Between Sophisticated Parties

The Parties agree that the fees set forth in Article III were negotiated and set in reliance upon the limitations of liability and disclaimers set forth in this Agreement, and that such limitations represent a reasonable allocation of risk given the nature and cost of the Services.

ARTICLE XXIV. INDEMNIFICATION

24.1 Indemnification by Customer

In addition to the indemnification obligations set forth in Article XVI, Customer shall indemnify, defend, and hold harmless Surge Authority and its officers, employees, contractors, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's breach of this Agreement; (b) Customer's use of the Website or the Services; (c) Customer's business, products, or services; or (d) Customer's violation of applicable law.

24.2 Procedure

Surge Authority will provide Customer with prompt written notice of any claim subject to indemnification, and Customer shall have the right to control the defense of such claim with counsel reasonably acceptable to Surge Authority, provided that Surge Authority may participate in the defense with its own counsel at its own expense.

24.3 Settlement

Customer shall not settle any indemnified claim in a manner that imposes any admission of liability, injunctive obligation, or financial obligation on Surge Authority without Surge Authority's prior written consent, which shall not be unreasonably withheld.

24.4 Interaction with Limitation of Liability

Customer's indemnification obligations under this Article XXIV and Article XVI are separate from, and not subject to, the limitation of liability set forth in Article XXIII, which applies solely to Surge Authority's liability to Customer.

ARTICLE XXV. CONFIDENTIALITY

25.1 Definition

“Confidential Information” means any non-public information disclosed by either Party to the other in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Surge Authority’s proprietary templates, pricing, and business processes.

25.2 Obligations

Each Party agrees to use the other Party’s Confidential Information solely in connection with this Agreement and to protect it using the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than reasonable care, and not to disclose such Confidential Information to any third party except as necessary to perform its obligations under this Agreement or as required by law.

25.3 Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was rightfully known to the receiving Party prior to disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the disclosing Party’s Confidential Information.

25.4 Compelled Disclosure

If a Party is required by law, regulation, or court order to disclose the other Party’s Confidential Information, it shall, to the extent legally permitted, provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other appropriate remedy.

25.5 Equitable Relief

Each Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages would be an inadequate remedy, and that the non-breaching Party is entitled to seek injunctive relief, in addition to any other available remedies, without the necessity of posting a bond.

ARTICLE XXVI. DISPUTE RESOLUTION; ARBITRATION

26.1 Agreement to Arbitrate

Except for claims for injunctive relief relating to intellectual property or confidentiality, or except where applicable law expressly prohibits mandatory arbitration of a particular claim, any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, or the relationship between the Parties shall be resolved exclusively through final and binding arbitration, rather than in court. Arbitration shall be administered by the American Arbitration Association (“AAA”) under its applicable Commercial Arbitration Rules then in effect, unless applicable law requires that a different administrator or set of rules apply.

26.2 Waiver of Jury Trial

EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

26.3 Class Action Waiver

EACH PARTY AGREES THAT ANY ARBITRATION OR PROCEEDING SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING.

26.4 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles. Any arbitration permitted under this Article shall take place in Polk County, Iowa.

The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in Polk County, Iowa, or, where federal jurisdiction exists, the United States District Court for the Southern District of Iowa. Each Party irrevocably submits to the exclusive jurisdiction and venue of such courts and waives any objection based upon improper venue or forum non conveniens.

26.5 Attorneys’ Fees

In any arbitration or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs, in addition to any other relief to which it may be entitled, to the extent permitted by applicable law.

26.6 Informal Resolution First

Before initiating arbitration, the Party asserting a claim shall provide the other Party with written notice describing the nature of the dispute and shall afford the other Party thirty (30) days to attempt to resolve

the dispute informally. This Section does not apply to claims for injunctive relief relating to intellectual property, confidentiality, or non-payment.

26.7 Arbitration Costs

Each Party shall bear its own costs of arbitration, including filing fees and arbitrator fees, except as otherwise required by the AAA's applicable rules or as awarded to the prevailing Party under Section 26.5.

26.8 Severability of Arbitration Provision

If the class action waiver in Section 26.3 is found to be unenforceable as to a particular claim, then that claim, and only that claim, shall proceed in court rather than in arbitration, and the remainder of this Article XXVI shall remain in full force and effect.

ARTICLE XXVII. GENERAL PROVISIONS

27.1 Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) resulting from causes beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, labor disputes, internet or utility failures, or governmental action.

27.2 Electronic Signatures

This Agreement may be executed electronically, and an electronic signature, click-to-accept, or other electronic indication of assent shall be deemed an original signature for all purposes and shall be binding to the same extent as a handwritten signature.

27.3 Independent Contractor Relationship

Surge Authority is an independent contractor with respect to Customer, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties.

27.4 Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without Surge Authority's prior written consent. Surge Authority may assign this Agreement, in whole or in part, without Customer's consent, including in connection with a merger, acquisition, or sale of assets.

27.5 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

27.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving its original intent.

27.7 Entire Agreement

This Agreement, together with the Client Questionnaire and any Order Form, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings, agreements, negotiations, and representations, whether written or oral.

27.8 Modification

Surge Authority may modify this Agreement from time to time by providing notice to Customer (which may be provided by email or posting on Surge Authority's website). Continued use of the Services following the effective date of any modification constitutes Customer's acceptance of the modified terms. Material modifications adverse to Customer will be effective no earlier than fourteen (14) days after notice.

27.9 Notice

Any notice required or permitted under this Agreement shall be given in writing and delivered by email to the address on file for the receiving Party, and shall be deemed given upon confirmation of transmission.

27.10 Survival

Any provision of this Agreement that by its nature should survive termination — including, without limitation, provisions relating to fees owed, intellectual property, confidentiality, disclaimers, limitation of liability, indemnification, and dispute resolution — shall survive termination or expiration of this Agreement.

27.11 Relationship of the Parties

Nothing in this Agreement shall be deemed to create any relationship of partnership, joint venture, or agency between the Parties, and neither Party has authority to bind the other.

27.12 Reservation of Rights

Except as expressly set forth herein, Surge Authority reserves all rights not expressly granted to Customer under this Agreement.

27.13 Counterparts

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

27.14 Interpretation; Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." This Agreement shall not be construed against the drafting Party by virtue of having drafted it.

27.15 No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties and does not confer any rights or remedies upon any third party.

27.16 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

27.17 Export Compliance

Each Party shall comply with all applicable export control and economic sanctions laws and regulations in connection with its performance under this Agreement.

27.18 Order of Precedence

In the event of any conflict between the body of this Agreement and any exhibit, addendum, or Order Form, the terms of this Agreement shall control except as expressly and specifically stated otherwise in accordance with Section 1.20.

27.19 Use of Subcontractors, Personnel, and Technology

Surge Authority may utilize any combination of its employees, subcontractors, independent contractors, virtual assistants, consultants, artificial intelligence, automation, software tools, and future technologies to perform any portion of the Services, without any requirement to obtain Customer's approval of, or to disclose the identity or nature of, any such person, entity, or technology, provided that Customer continues to receive the Services contracted for under this Agreement. The specific personnel, methods, tools, and technologies used to provide the Services are solely within Surge Authority's discretion. Surge Authority remains responsible for the performance of the Services, consistent with the terms of this Agreement.

27.20 Deemed Acceptance of the Website

If Customer is provided a reasonable opportunity to review the Website, whether in connection with the Initial Website Build under Article V or otherwise, and fails to provide requested revisions or feedback within a commercially reasonable period (which, unless otherwise specified by Surge Authority, shall be no less than five (5) Business Days), Surge Authority may deem the Website accepted for purposes of continuing the Services, consistent with Section 5.3. Deemed acceptance under this Section 27.20 does not limit Customer's ability to request future changes to the Website through the Minor Update Allowance described in Article VI or otherwise in accordance with this Agreement.

ARTICLE XXVIII. COMMUNICATIONS; NO VERBAL MODIFICATIONS

28.1 Email as Primary Official Communication Method

Email is the primary official method of communication between the Parties for purposes of notices, approvals, requests, and other communications under this Agreement, except where this Agreement expressly designates a different method (such as a client portal for cancellation requests under Section 11.6).

28.2 Telephone, Text, and Verbal Communications Are Not Binding

Telephone conversations, text messages, and other verbal or informal statements made by Surge Authority Personnel are provided for convenience only and do not modify, waive, or supplement any term of this Agreement, and do not create any binding obligation on Surge Authority, regardless of their content.

28.3 No Verbal Modifications

No verbal statement, representation, or promise made by Surge Authority or its Personnel, whether before or after the Effective Date, shall modify, amend, or supplement this Agreement. Any modification to this Agreement must be made in writing in accordance with Section 27.8 or, with respect to a modification requested by Customer, executed in writing by an authorized representative of Surge Authority.

SCHEDULE A — FEE SCHEDULE

This Schedule A sets forth Surge Authority's current pricing for the Services, as described in Section 3.8. As between this Schedule A and any dollar amount stated in the body of this Agreement, the most recently effective version of Schedule A controls as to the amount of a fee, consistent with Section 3.8. As to all other matters, including the existence, applicability, and terms of a given fee, the body of the Agreement controls in accordance with Section 27.18.

Fee	Amount	When Due	Refundable
Initial Website Build Fee	\$497.00 one-time	Immediately upon signup	No
Monthly Service Fee	\$197.00 per month	Immediately upon signup, then each Renewal Date	No
Domain Transfer Processing Fee	\$147.00 one-time	Upon request to transfer a Surge Authority-managed Domain	No
Reinstatement Fee	\$497.00 one-time	Upon request to reinstate a still-existing Website following cancellation	No
Current Hourly Rate (work exceeding the Minor Update Allowance; one-hour minimum)	\$250.00 per hour	Billed upon completion of the applicable work	No

As described in Section 3.8, Surge Authority may update any fee reflected in this Schedule A, including the Monthly Service Fee and the Current Hourly Rate, upon no less than fourteen (14) days' written notice to Customer. Upon the effective date of any such update, the updated Schedule A automatically supersedes this Schedule A and governs the applicable fees going forward, without requiring any amendment to the body of this Agreement, and additional fees may apply for services outside the scope of the Minor Update Allowance described in Article VI.

SCHEDULE B — CLIENT QUESTIONNAIRE (SUMMARY OF REQUIRED ONBOARDING INFORMATION)

As described in Article IV, Customer must complete Surge Authority's Client Questionnaire before work on the Initial Website Build may begin. The Client Questionnaire will generally request the following categories of information, and Surge Authority may update the specific questions asked from time to time without amending this Agreement:

- Legal business name and any assumed or "doing business as" name
- Business address, phone number, and email address to be displayed publicly
- Business hours of operation
- Products, services, and pricing to be displayed
- Business description, mission, and key differentiators
- Logo files and brand colors, if available
- Photographs to be used on the Website
- Testimonials or reviews Customer wishes to display
- Links to existing social media profiles
- Domain name preferences and existing domain registrar information, if applicable
- Preferred color palette and template style, if applicable
- Any regulatory disclosures or disclaimers Customer wishes to include
- Identification of the individual(s) authorized to approve Content and Minor Update requests

Incomplete or inaccurate information provided in the Client Questionnaire may delay completion of the Initial Website Build, but, as set forth in Section 3.3, will not delay or reduce billing under this Agreement.

IMPORTANT LEGAL NOTICE

By signing this Agreement, Customer acknowledges and agrees that this Agreement includes, among other things, the following provisions, and that Customer has read and understands each of them:

- **Binding Arbitration (Article XXVI)**
- **Waiver of Jury Trial (Section 26.2)**
- **Waiver of Class Actions (Section 26.3)**
- **Automatic Monthly Billing (Article III)**
- **Non-Refundable Fees (Sections 3.4 and 11.3)**
- **Website Ownership by Surge Authority (Article VIII)**
- **Website-as-a-Service Subscription Model, Not a Sale (Article II)**
- **Limitation of Liability (Article XXIII)**
- **Cancellation Terms (Article XI)**

Customer further acknowledges that Customer has had the opportunity to review this Agreement in full and, if desired, to consult with independent legal counsel prior to signing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Master Website Service Agreement as of the date of Customer's signup, acceptance, or electronic execution below.

SURGE AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Business Name (if applicable): _____

Title: _____

Date: _____