

## **MyGround Support, LLC Website as a Service (WaaS) Terms of Service**

These Terms of Service (the “Terms”) outline terms and conditions associated with MyGround Support LLC’s (the “Service Provider”) Website as a Service (“WaaS”) and any Client that has purchased the WaaS service at <https://mygroundsupport.com/products/ols/products/fedex-contractor-website>

**SERVICE:** WaaS includes any available Domain Name, Website Setup and Configuration, and Website Hosting. Available Domain names are defined as those unowned by any party or those transferred to the Service Provider by the Client. Website Setup and Configuration is defined of no more than 5 webpages and limited to capabilities of GoDaddy website development tools. No updates to the website setup, content, and configuration are performed after the first 30 days.

**SLAs:** There are no Service Level Agreements (SLAs).

**PERIOD OF PERFORMANCE AND FEE:** The WaaS will be provided for one year. The first 30 days of the period of performance and service include setup and the site will be “live” within 30 days. Service terminates on the one-year anniversary of the order date unless a renewal is performed at least 30 days in advance of the end of the period of performance. The fee for the service is the fee published at <https://mygroundsupport.com/products/ols/products/fedex-contractor-website>, payable and due at the time of order. There are no refunds or early termination.

**NECESSARY INFORMATION AND DATA:** Client shall be solely responsible to supply the Service Provider any files, images, content., or other data it desires as part of the WaaS. Client is responsible for compliance with any and all copyright, intellectual property, and trademark aspects associated with the WaaS.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL THE SERVICE PROVIDER, ITS OFFICERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF INVESTMENT, OR ANY OTHER DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT. This clause survives the term of this agreement in perpetuity.

**MUTUAL CONSENT TO ARBITRATION; GOVERNING LAW:** The Service Provider and Client mutually agree any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to and settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be Frederick, MD and laws of the state of Maryland shall apply, without regard to principles of conflict of laws. The arbitrator shall have no authority to award punitive, consequential, special, or indirect damages unless specifically denoted in this Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.