

## TERMS OF SERVICE

These Terms of Service apply to all Services provided to you (the "Client") by PIGNATARO HOLDINGS ACQUISITION TEAM, LLC, d/b/a RUBLINE MARKETING, an Iowa limited liability company, of 555 2nd St, Traer, IA 50675 (the "Company").

### 1. Services and Fees.

- a. *Compensation for Services.* Client agrees to pay to the Company the amounts specified in the Proposal for each of the services described in the Proposal (the "Services").
- b. *Late Payment.* If any payment is not paid by its due date or Client's overall account with the Company becomes past due, the Company shall be entitled, on five (5) days' prior written notice, to stop its performance and to exercise any and all of its remedies against the Client.

### 2. Term and Termination.

- a. *Initial Term and Renewal.* These Terms of Service shall apply for the initial term described in the Proposal (the "Initial Term"). On reaching the end of the Initial Term, and on reaching the end of any renewal term, these Terms of Service shall automatically renew for an additional term equal to the Initial Term, unless one Party gives the other Party written notice of its intent to terminate the relationship of the Parties at the end of the current term. This notice must be given within 90 days but not less than 60 days before the current term expires (the "Termination Window").
- b. *Early Termination Fee.* In the event Client wishes to terminate prior to the Termination Window, Client will be subject to an Early Termination Fee equal to fifty percent (50%) of the Total Fees due through the remainder of the current term. Such early termination shall be effective sixty (60) days after Company's receipt of Client's written notice to terminate.
- c. *Termination by Company.* The Company may immediately terminate its Services upon a material breach of these Terms of Service by the Client or in the event the Company believes the

Services are being utilized for any unlawful purposes by the Client.

3. Change Request. In the event the Client requests a change in the Services, the Client shall submit a request to the Company in writing describing the desired changes. Any changes performed by the Company shall be billed to the Client at the Company's then current hourly rates.
4. Acceptance of Services. Unless Company receives a notification from Client in writing, all Services provided by Company shall be deemed accepted by Client ten (10) days after the delivery of such Services to Client.
5. Limitations of Service. The Company does not guarantee that Client or any third parties will be able to access the Client's website at any particular time. The Company's Services are provided on an "as-is, as-available" basis, and the terms of service shall be enforceable regardless of any service interruptions by Client or Client's third party vendors. Client agrees that its use of the Services and the internet is solely at Client's risk and is subject to all applicable local, state, national, and international laws and regulations., The Company assumes no responsibility for the security of the Client's internet or website, including but not limited to user access..
6. Client's Responsibilities. Client shall be solely responsible for:
  - a. the accuracy and content of any information provided by Client to the Company;
  - b. any information and programs that Client receives as a result of using the Services, including, without limitation, the entire responsibility for any losses of data, programs, breaches of security, viruses, and disabling or harmful devices that Client may download or otherwise experience as a result of Client's use of the Services; and
  - c. use of the Services in a manner consistent with any and all applicable laws and regulations.
7. Deliverables. Except for Background Intellectual Property (defined below), the Company agrees that any and all right, title, or interest of the Company in

the deliverables described in the Proposal and provided to Client in connection with the Services (the "Deliverables") shall be exclusively owned by Client. Notwithstanding the above, the Company shall own all right, title and interest in the intellectual property associated with the underlying development of the Deliverables, including but not limited to trade secret rights, registered and unregistered designs, moral rights, patents, patent rights and any applications for registration thereof, and any know how, concepts, ideas, discoveries, inventions (whether or not patentable), processes, developments, suggestions, materials, improvements, software, social media platforms, documentation, copyrights and database rights, intellectual property, any and all raw footage, rights in other tangible and intangible assets of a proprietary nature and the like as may exist now and/or hereafter come into existence and all renewals and extensions thereof under the laws of the United States or any state or any other country or jurisdiction (the "Background Intellectual Property"). For clarity, the Background Intellectual Property shall not be included in the Deliverables and the intellectual property rights therein.

8. Client Representations and Warranties. The Client warrants and represents that is has not been identified or listed as Specially Designated National or Blocked Person by the U.S. Department of Treasury, Office of Foreign Assets Control
9. Ownership of Client Data. "Client Data" means the data provided or collected by a third-party user of the Client's website. Client shall own all right, title and interest in and to the Client Data. Company shall have no responsibility, whatsoever, for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Company shall not review, monitor or check the Client Data except as necessary to provide the Services to Client. Company shall not be responsible or liable, in any way, for the deletion, destruction, damage or loss of any Client Data through no fault of Company.

10. Warranties and Limitations on Damages.

- a. *Limitations on Liability.* Client agrees that the Services are provided "AS IS" and on an "AS AVAILABLE" basis. THE COMPANY

DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL THE COMPANY OR ANY OTHER PARTY INVOLVED IN PROVIDING SERVICES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE SERVICES, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF THE COMPANY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OR THE INFORMATION RESIDING ON ITS WEB-HOSTING SERVERS OR TRANSMITTED THROUGH ITS SYSTEM.

THE COMPANY MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE CLIENT WEBSITE, AND CLIENT UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CLIENT'S OWN RISK.

THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE INTERRUPTION OF SERVICE UNLESS SUCH LOSS OR INTERRUPTION IN SERVICE IS CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SUCH LOSSES SHALL INCLUDE THE LOSS OF ANY CLIENT DATA OR LOSSES RESULTING FROM BROKEN EXTENSIONS/PLUGINS, EXPIRED TEMPLATES, OR EXPIRED BROWSERS.

- b. *Force Majeure.* The Company will not be liable for delays, damages, or failures in performance due to events of force majeure (causes beyond our reasonable control), including but not limited to acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services, the severing of off-site communication lines by a third party, or other events of force majeure.

11. Confidential Information.

- a. *Use of Confidential Information.* Each Party (i) shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication, or dissemination of the other Party's Confidential Information (defined below) as it employs with similar information of its own and (ii) shall not use, reproduce, distribute, disclose, or otherwise disseminate the other Party's Confidential Information except in connection with the performance of its obligations.
- b. *Definition of Confidential Information.* "Confidential Information" means any and all data and information relating to the business of the disclosing Party (i) of which the receiving Party becomes aware as a consequence of, or through, providing Services; (ii) that has value to the disclosing Party and is not generally known by its competitors; and (iii) that is treated by the disclosing Party as confidential; provided, however, that Confidential Information does not include any data or information that is already known to the receiving Party, or that (i) has become generally known to the public through no wrongful act of the receiving Party; (ii) has been rightfully received by the receiving Party from a third party without restriction on disclosure and without, to the knowledge of the receiving Party, a breach of an obligation of confidentiality running directly or indirectly to the other Party; (iii) has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protection against public disclosure, or is required to be disclosed by operation of law; or (iv) is independently developed by the receiving

Party without use, directly or indirectly, of the Confidential Information received from the other Party. Confidential Information may include, but is not limited to, information relating to the products, processes, or financial affairs of the disclosing Party.

- 12. Events Upon Termination. Upon termination: (i) Company shall cease providing Services to the Client; (ii) Company shall invoice Client for all accrued fees, including any Early Termination Fees, if applicable; (iii) Client shall pay the invoiced amounts within 10 business days of Client's receipt of such invoice; and (iv), if Client has paid all invoiced fees, Company will, at its expense, deliver to Client all proprietary information of Client, any Client Data, or other Client files within thirty (30) days of the termination.
- 13. Indemnification. Client agrees to indemnify, defend, and hold harmless the Company and its officers, members, managers, employees, and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) a material breach of these Terms of Service, or (ii) any acts or omissions by the Client.
- 14. Applicable Law. These Terms of Service shall be construed and enforced according to the laws of the state of Iowa without reference to its conflict-of-law provisions.

**I have reviewed these Terms of Service on behalf of the Client and agree to accept the terms and conditions stated therein.**

**Name of Client:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_