

# NOAHLOT LLC

## MASTER SERVICES AGREEMENT

**Effective Date.** This Master Services Agreement (the “MSA”) becomes effective when the first Order Form that incorporates it is accepted by Noahlot LLC, a Missouri limited liability company (“Noahlot”), and the client identified in that Order Form (“Client”).

### 1. AGREEMENT STRUCTURE

The parties’ agreement consists of this MSA, each accepted Order Form, the Service Terms identified in an Order Form, and any portal request or other written authorization accepted under them. An “Order Form” is a project order, subscription order, proposal, or similar record accepted by both parties.

The MSA contains the standing legal terms. Order Forms identify Client-specific services, prices, and timing. Service Terms describe plans, included effort, request procedures, minimum charges, overage rates, response targets, exclusions, and other operational terms.

If documents conflict, the Order Form controls for that order, then the applicable Service Terms, then this MSA. A special term controls only when it expressly identifies the provision it changes.

### 2. SERVICES, REQUESTS, AND APPROVALS

Noahlot will provide only the services identified in an accepted Order Form or later request approved by Noahlot. Client may submit requests through Noahlot’s portal or another method Noahlot designates.

Noahlot may classify a request as included in Client’s plan, subject to a standard charge, requiring an estimate, or outside the offered services. Noahlot need not begin chargeable work until an authorized Client representative approves the charge electronically or in writing.

Portal approval of a request, estimate, purchase, plan change, or recurring service is binding on Client. A material change to project scope, price, delivery date, ownership rights, or continuing obligations may require a new or revised Order Form.

### 3. SERVICE TERMS AND PLAN CHANGES

Noahlot may revise Service Terms and plan features prospectively by giving Client at least 30 days’ electronic notice. The notice will identify the effective date and provide the revised terms or a direct link to them. Client may cancel the affected recurring service before the change takes effect. Continued use after the effective date constitutes acceptance.

A revision will not retroactively change completed work, fees already earned, or a fixed project price. Changes to this MSA, including provisions concerning ownership, indemnification, liability limits, or dispute resolution, require Client’s affirmative acceptance unless the change is required by law.

Noahlot may make nonmaterial administrative, technical, or clarifying changes without advance notice. Noahlot will retain prior versions of Service Terms for a commercially reasonable period.

### 4. CLIENT RESPONSIBILITIES AND REPRESENTATIONS

Client will timely provide accurate instructions, decisions, access, credentials, content, and cooperation reasonably needed for the services. Client-caused delay may extend schedules and increase charges.

Client represents and warrants that: (a) it has authority to enter into the agreement; (b) each person acting for Client is authorized; (c) information supplied to Noahlot is accurate and may lawfully be used; and (d) Client owns or has obtained all rights and permissions needed for Noahlot to use, reproduce, modify, display, distribute, and otherwise process all text, photographs, graphics, trademarks, data, software, and other materials supplied or selected by Client (“Client Materials”). This includes copyright, trademark, patent, trade-secret, privacy, publicity, and other proprietary rights.

Client is responsible for its business, products, services, claims, offers, website content, policies, and legal compliance. Noahlot does not provide legal, tax, accessibility, privacy, or regulatory advice unless an Order Form expressly states otherwise.

## 5. FEES, BILLING, AND TAXES

Client will pay all fees and third-party charges stated in an Order Form, Service Terms, or approved request. Unless stated otherwise, invoices are due upon receipt, recurring fees are charged in advance, and unused included time expires at the end of the billing period without refund or rollover.

Client must dispute an invoice in good faith within ten days after the invoice date and timely pay all undisputed amounts. Overdue amounts may accrue interest at 1.5% per month or the maximum lawful rate, whichever is lower. Client will reimburse reasonable costs of collecting undisputed overdue amounts, including attorneys' fees.

Fees exclude sales, use, and similar taxes. Client is responsible for taxes imposed on the services other than taxes measured by Noahlot's net income.

## 6. SUSPENSION, NONRENEWAL, AND NONPAYMENT

If an undisputed amount remains unpaid seven days after written notice, Noahlot may pause work, support, portal access, deployments, licenses, or other services until the account is current. If nonpayment continues for 30 days, Noahlot may, after a final seven-day notice, suspend any website, account, feature, or service that Noahlot contractually and technically controls.

Noahlot may obtain or maintain third-party services for Client, including domains, email services, certificates, software, APIs, and subscriptions. Noahlot is not required to advance its own funds. If Client does not timely pay Noahlot's applicable fee after notice, Noahlot may decline to renew or continue the affected service. Client understands that the ordinary result may include interruption of a website, email, domain, or other service, loss of data, or loss of a domain name. Noahlot does not guarantee recovery after expiration.

Noahlot's decision to continue service, leave a website operational, advance a charge, accept late payment, or delay enforcement does not waive any right to suspend, terminate, or decline a later renewal and does not establish a contrary course of conduct.

## 7. DOMAINS

Each Order Form will identify one of these arrangements:

**Client-Managed Domain.** Client is solely responsible for registration, renewal, payment, security, credentials, and accurate registrant information. Noahlot is not responsible for interruption or loss caused by Client's failure to maintain the domain or registrar account.

**Noahlot Domain Maintenance Service.** Noahlot will obtain or administer the domain as a paid service. Client will be identified as the registrant or beneficial registrant unless the Order Form expressly states otherwise. Client must provide and keep accurate registrant information and pay Noahlot's maintenance fee before renewal is required. Upon termination and payment of all amounts due, Noahlot will reasonably cooperate in transferring registrar or DNS control. A transfer does not include Noahlot code, systems, licenses, or other intellectual property.

A DNS change or domain transfer may interrupt website or email service. Noahlot is not responsible for interruption caused by inaccurate instructions, registrar restrictions, a receiving provider, or another third party outside Noahlot's reasonable control.

## 8. OWNERSHIP AND LIMITED USE RIGHTS

Client retains ownership of Client Materials. Noahlot and its licensors retain all right, title, and interest in everything Noahlot creates, supplies, or uses, including code, scripts, templates, layouts, designs, graphics, copy, documentation, databases, workflows, methods, libraries, components, configurations, know-how, drafts, working files, and improvements ("Noahlot Materials"). Payment does not transfer ownership.

While Client is current on all amounts due and the applicable services remain active, Noahlot grants Client a limited, nonexclusive, nontransferable, non-sublicensable, revocable right to use the deployed website and identified deliverables solely for Client's own business. Client may not obtain, copy, disclose, sell, license, reverse engineer, modify, create derivative works from, or provide Noahlot Materials to another developer or provider without Noahlot's written consent.

Ending services does not transfer Noahlot Materials. Unless an Order Form expressly grants a post-termination license, Client's right to use Noahlot Materials ends with the applicable service. Noahlot may provide Client Materials and Client data in a commercially reasonable format after all amounts due are paid. Any ownership transfer or broader license must be expressly stated in a signed Order Form and may require an additional fee.

## **9. THIRD-PARTY SERVICES, SECURITY, AND CREDENTIALS**

Third-party hosts, registrars, email providers, plugins, APIs, payment services, software, and networks are governed by their own terms, pricing, availability, and limits. Noahlot may select, replace, configure, or discontinue a third-party service when reasonably necessary but does not control or warrant it.

Client will protect credentials and authentication methods and is responsible for activity through credentials under its control. Noahlot may reset credentials or restrict access when reasonably necessary to protect a system, account, or other client.

## **10. CONFIDENTIALITY**

Each party will use the other party's nonpublic business, technical, and customer information only for this relationship and protect it with reasonable care. This duty does not apply to information that is public without breach, already lawfully known, independently developed, or lawfully received from another source.

## **11. CLIENT INDEMNIFICATION**

Client will defend, indemnify, and hold harmless Noahlot, its owners, employees, contractors, and agents from claims, demands, suits, investigations, damages, losses, judgments, penalties, costs, and reasonable attorneys' fees arising from or relating to: (a) Client Materials; (b) Client's products, services, business practices, website content, advertising, offers, data practices, or instructions; (c) alleged copyright, trademark, patent, trade-secret, privacy, publicity, domain-name, unfair-competition, or other proprietary-right infringement; (d) Client's violation of law or third-party terms; or (e) Client's breach of its representations or obligations.

Noahlot will promptly notify Client of a covered claim and may participate with counsel of its choice. Client may not settle in a manner that admits fault by Noahlot, imposes an obligation on Noahlot, or restricts Noahlot's business without Noahlot's written consent.

## **12. DISCLAIMERS AND LIMITS OF LIABILITY**

Except for express promises in an Order Form, services and deliverables are provided "as is." Noahlot disclaims implied warranties, including merchantability, fitness for a particular purpose, title, noninfringement, uninterrupted operation, security, search ranking, traffic, revenue, and business results.

To the fullest extent permitted by law, Noahlot will not be liable for lost profits, revenue, business, data, or goodwill, or for indirect, incidental, special, exemplary, punitive, or consequential damages, even if advised of the possibility.

Noahlot's total liability arising from an Order Form will not exceed the fees Client paid Noahlot under that Order Form during the six months before the event giving rise to the claim. For a one-time project completed more than six months earlier, the cap is the amount paid for that project. These limits apply regardless of legal theory and are a material basis of the bargain.

## **13. TERM AND TERMINATION**

This MSA remains in effect while any Order Form or surviving obligation remains open. Either party may terminate a month-to-month recurring service on 30 days' written notice unless the Order Form states otherwise.

Noahlot may terminate immediately for unlawful activity, material security risk, misuse of systems, infringement concerns, or a material breach that cannot reasonably be cured. For another material breach, Noahlot may terminate if it is not cured within ten days after notice.

Termination does not excuse payment of earned fees, approved work, committed third-party charges, or other accrued obligations. Provisions concerning payment, ownership, confidentiality, indemnification, liability, disputes, and other terms that by their nature should survive will survive.

## **14. MISSOURI LAW; ARBITRATION**

Missouri law governs without regard to conflict-of-law rules. The Federal Arbitration Act governs this arbitration provision.

Any dispute arising from this MSA, an Order Form, Service Terms, a portal request, or the parties' relationship will be resolved by confidential, binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules before one arbitrator experienced in technology or commercial-services disputes. The

arbitrator will decide issues concerning the existence, scope, enforceability, and arbitrability of this provision. The legal place of arbitration is Jackson County, Missouri, and hearings may occur remotely at Noahlot's election.

The arbitrator may award any individual remedy available under applicable law but may not conduct a class, collective, representative, or consolidated proceeding. Discovery will be limited to what the arbitrator finds reasonably necessary. Judgment on the award may be entered in any court with jurisdiction.

Either party may bring an individual claim within small-claims jurisdiction. Noahlot may seek temporary, injunctive, or other equitable relief in a state or federal court in Jackson County, Missouri, to protect intellectual property, confidential information, accounts, systems, or payment rights. For any court proceeding not subject to arbitration, each party waives trial by jury and consents to exclusive jurisdiction in those courts.

The prevailing party may recover reasonable attorneys' fees and costs to the extent awarded by the arbitrator or court.

## **15. NOTICES AND ELECTRONIC TRANSACTIONS**

The parties agree to transact electronically. Electronic signatures, portal approvals, clicks showing assent, and electronic records have the same effect as paper originals. Noahlot may send notices, invoices, renewals, and service communications to Client's designated email address or portal account. Client must keep its contact information current.

A notice of suspension, nonrenewal, termination, or revised Service Terms will be sent to Client's primary business contact and billing contact, if different.

## **16. GENERAL TERMS**

Client may not assign this MSA or an Order Form without Noahlot's written consent. Noahlot may use employees, contractors, and service providers and may assign the agreement in connection with a reorganization, sale, or transfer of its business or assets.

This MSA and the incorporated records described in Section 1 are the entire agreement about their subject matter. A waiver must be written and applies only to the specific instance. If a provision is unenforceable, it will be modified only to the minimum extent necessary, and the remainder will remain effective. Headings are for convenience only. Neither party is the other's partner, agent, employer, or fiduciary.

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| <p><b>THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.</b></p> |
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