

WEBSITE DESIGN AND USE AGREEMENT

This Website Design and Use Agreement (as the same may be amended or modified from time to time, this "Agreement") sets forth the terms and conditions applicable to your use of and access to a customizable Author Home Page Website (as defined below) provided and hosted specifically for authors by Kane Consulting Group Inc. d/b/a Crazy Good Digital ("Crazy Good Digital," "us" or "we"), Crazy Good Digital's website design and development/configuration services relating thereto, and any purchase by you of Crazy Good Digital's related products and services (collectively, including the Website Development Services defined below, the "Services"). You will order the Services via the order page for the Services accessed through the myidentifiers.com website (including any successor order page, the "Order Page") operated by Bowker LLC (including its successors and assigns, "Bowker"). You and Crazy Good Digital are referred to herein individually as a "Party" as collectively as the "Parties."

This Agreement explains Crazy Good Digital's obligations to you, and your obligations to Crazy Good Digital in relation to any Services you purchase or otherwise utilize. Please read this Agreement carefully. It includes important information about your legal rights, and covers areas such as automatic renewals, warranty disclaimers, limitations of liability, the resolution of disputes by arbitration and the waiver of the right to participate in a class action.

By accepting this Agreement when you sign up for the Services, or by using or accessing the Services, you are (i) agreeing to the terms and conditions of this Agreement and that this Agreement is enforceable as if it had been signed by you, and (ii) acknowledging that you have read and understand Crazy Good Digital's Privacy Policy ("Privacy Policy") and Crazy Good Digital's Copyright Policy ("Copyright Policy"), which can be found at <https://crazygooddigital.com/privacy> and which we may amend from time to time in our discretion. If you do not agree to all of the terms and conditions of this Agreement, do not accept this Agreement or use or access the Services. The "Effective Date" of this Agreement shall be the date that you ordered the Services via the Order Page.

If you are accepting this Agreement or using or accessing the Services for an organization, you are agreeing to this Agreement on behalf of that organization, and you represent and warrant that you have the authority to do so. The Services are not intended for and may not be used by children under the age of 16. By using the Services, you represent that you are at least 16. If you are under the age of 18, depending on where you live, you may need to have your parent or guardian's consent to this Agreement and they may need to enter into this Agreement on your behalf.

1. Website Development Images and Fonts.

a. You hereby engage Crazy Good Digital to provide website development services (the "Development Services") to build/configure a desktop/tablet version (the "Desktop Website Version") and a mobile version (the "Mobile Website Version", and, together with the Desktop Version, the "Website") of an Author Home Page website for you based on one of Crazy Good Digital's customizable templates as described in a separate Statement of Work, which is attached and incorporated into this Agreement (as amended, the "Statement of Work"). The Website templates were designed specifically for use and customization by authors, The Website shall contain pages and features specified in the Statement of Work. During the Term (as defined in Section 9(a)) as part of the Services, Crazy Good Digital will host the Website for you as provided in this Agreement. Any changes to the Statement of Work agreed between the Parties shall not be effective unless and until memorialized in a written amendment to the existing Statement of Work or a new Statement of Work. You acknowledge that the Website will contain features and design elements used in other websites designed by us

b. Crazy Good Digital represents and warrants that it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

c. You authorize Crazy Good Digital to display the following developer attribution (or a substantially similar attribution) on the Website: Powered by Crazy Good Digital.

d. You acknowledge and accept that despite the security measures Crazy Good Digital takes in connection with the Services, Crazy Good Digital's system and/or the Website may nonetheless become compromised, including without limitation, by hackers, Internet viruses, worms or Trojan horses, or the like. Under such circumstances, Crazy Good Digital may take corrective action as it deems appropriate in its sole discretion and you acknowledge and agree that Crazy Good Digital shall have no liability to you for any damage or loss that you may incur due to such corrective action. You further acknowledge and agree that while Crazy Good Digital maintains a backup of your website, you are solely responsible for backing-up Your Content (as defined below).

e. Crazy Good Digital will provide updates to the Website as it deems necessary (in its discretion).

2. Your Content; Your Responsibilities.

a. When you provide us with text, photos, images, audio, video, code or any other materials (collectively, "Your Content") to include on the Website, or when you upload Your Content to the Website, you grant us (including third party hosting providers acting on our behalf) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that Your Content works better with the Services), communicate, publish, publicly display, publicly perform and distribute Your Content for the limited purposes of allowing us to provide, improve, support, promote and protect the Services (including the Website). Notwithstanding the foregoing, you and your licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to the Your Content, including all intellectual property rights therein. Crazy Good Digital has no right or license to use any of Your Content except solely during the Term to the extent necessary to provide the Services.

b. You represent and warrant that you own all rights to Your Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license Your Content via the Services and in the manner required by this Agreement. You are responsible for any and all claims related to Your Content. If we use Your Content in the ways described in this Agreement, you represent and warrant that such use will not infringe or violate the rights of any third party, including without limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets or any other intellectual property or proprietary rights. Also, content on the Website may be protected by others' intellectual property, trade secret or other rights. You shall not copy, upload, download or share content unless you have the right to do so.

c. Crazy Good Digital neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Crazy Good Digital reserves the right to immediately suspend or terminate any Website or transmission that violates this policy (or any other acceptable use policy that Crazy Good Digital may adopt and advise you of in the future), without prior notice. In the event of such termination, you agree that the unused portion of any fees you may

have paid for any Services are an appropriate recompense to Crazy Good Digital for the time required to respond to and address issues created by your illegal or obscene site/content, and you agree not to seek recovery of those fees.

d. Crazy Good Digital may choose to feature the Website, or names, trademarks, service marks or logos included on the Website. You grant us a perpetual, worldwide, royalty-free, sublicensable, transferable, non-exclusive right and license to use any version of the Website, or any portion of the Website, including without limitation names, trademarks, service marks or logos on the Website, for the limited purpose of our marketing and promotional activities. For example, we may feature the Website on our customers (or similar) section of our website or on our social media accounts. You waive any claims against Crazy Good Digital relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to the Website or names, trademarks, service marks or logos on the Website and any right of inspection or approval of any such use. This Section does not affect any ownership rights you have to Your Data or any rights you may have under applicable data protection laws.

e. You represent and warrant that your use of the Services is not (and will not be) contrary to law or regulation, including without limitation applicable export or import controls and regulations and sanctions. You agree that you will use the Website in a manner which does not interfere with or disrupt other network users, services, or equipment, and we reserve the right to terminate or suspend the Website without notice if such interference is determined by us to exist.

3. Domain Name.

a. Crazy Good Digital cannot guarantee availability of your desired domain name for use with the Website (the "Domain Name"). Your use of any Domain Name is subject to the policies, including without limitation the dispute resolution policies, of the Internet Corporation for Assigned Names and Numbers. Crazy Good Digital makes no representations whatsoever with respect to the rights to any Domain Name that you provide for use with the Website. We assume no liability for renewing any Domain Name, which shall be solely your responsibility.

b. You will be responsible for all claims related to your use of the Domain Name. In any instance, you will be responsible for all fees, costs and claims related thereto, whereby the registration of the Domain Name, and any ancillary Domain Name related services (such a private registration) must be renewed prior to expiration at the then-current rates to prevent such services from expiring.

4. Third Party Sites; End Users; Website Content.

a. The Website may contain links to third party sites, such as social media platforms and ecommerce payment processors. When you and visitors to the Website access third party sites, you do so at your own risk. We don't control and are not liable for those sites and what those third parties do. Those sites are subject to their own terms and policies. You also agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, disable access to or remove access to any such third party sites, when we reasonably deem it to be necessary, and we are not liable to you for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses you may experience as a result (except where prohibited by applicable law).

b. The Website will have its own visitors, customers and users ("End Users"). You understand and agree that the Website and the End Users are your responsibility, and you are solely responsible for compliance with any laws or regulations related to your use of the Website and/or related to your End Users.

Crazy Good Digital is not liable for, and won't provide you with any legal advice regarding, your use of the Website or your End Users. This does not limit or affect any liability Crazy Good Digital may have to you separately for any breach of the other provisions of this Agreement.

c. Without limiting the foregoing, if the Website includes features that enable you to provide or sell products and services to, or otherwise collect payments from, your End Users (such activities, "ecommerce"), we are not a party to, and we are not liable for, your ecommerce, including your relationship with any payment processor. You are solely responsible for your ecommerce, and compliance with any laws or regulations related to it, including without limitation, consumer and ecommerce laws and regulations and laws and regulations relating to the collection and payment of applicable sales taxes, site terms and conditions and privacy. You may not offer or sell any products or services which, in our sole discretion (i) we consider hazardous, counterfeit, stolen, fraudulent, abusive or adverse to our interests or reputation, (ii) are prohibited for sale, distribution or use, or (iii) otherwise fail to comply with any applicable laws or regulations.

d. Crazy Good Digital cannot guarantee that the Website will not contain content (i) that is offensive or objectionable; (ii) that contains errors; (iii) that violates intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (iv) that is harmful to your or others' computers or networks; (v) that is unlawful or illegal; or (vi) the downloading, copying or use of which is subject to additional terms and policies of third parties or is protected by intellectual property, trade secret, privacy or other laws. You are responsible for taking precautions to protect yourself, and your computers or networks, from content accessed via the Website.

5. Crazy Good Digital Intellectual Property; Images and Fonts; Feedback.

a. The Services are protected by copyright, trademark and other US and foreign laws. This Agreement does not grant you any right, title or interest in the Services, or in the trademarks, logos, intellectual property or trade secrets of Crazy Good Digital or its licensors, all of which are retained by Crazy Good Digital or its licensors. You agree not to change, translate or otherwise create derivative works of the Services.

b. Without limiting the generality of Section 5(a), with the exception of your interests with respect to Your Content (as set forth in this Agreement) and your rights to the Domain Name, ownership interest in the Website, including, but not limited to the artwork, graphics, images, website templates, scripting, source and object code, computer code (including html), designs, animations and interfaces relating thereto, and all copyrights and other intellectual property rights therein, shall remain exclusively with Crazy Good Digital or its licensor, and Crazy Good Digital grants you a non-exclusive, revocable, non-transferrable license to use the Website provided you are current with respect to the fees and expenses due hereunder and not otherwise in breach of this Agreement.

c. The Website coding may include software components that are provided under this Agreement as part of the Services that are subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative (collectively, "Open Source Components"). Any use of Open Source Components by you is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s).

d. Certain images and fonts made available to you within the Website, are licensed to Crazy Good Digital by third party providers. For all images and fonts that are part of the Website, you are granted permission to only use those images and fonts in the manner in which it is provided to you by Crazy Good Digital (i.e. embedded in the Website) and no other use of the images or fonts is permitted whatsoever.

e. You agree that Crazy Good Digital may use your feedback, ideas or suggestions relating to the Services without any restriction or obligation to you, even after this Agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.

6. Our Rights.

a. Crazy Good Digital reserves these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law) (a) to terminate, suspend, restrict or disable your access to or use of parts or all of the Services, including the Website, if you are in violation of this Agreement; (b) to change parts or all of the Services and their functionality; and (c) to suspend or discontinue parts or all of the Services. Crazy Good Digital shall endeavor to provide ninety (90) days' notice to you before changing or discontinuing any material element of the Website.

b. Crazy Good Digital may offer HTTPS encryption for the Website. By registering a custom domain via the Services, or pointing a custom domain to the Services, you authorize us to create and maintain a certificate for the limited purpose of providing HTTPS for the Website.

7. Privacy.

a. Our Privacy Policy explains how we collect, use and share your personal information for our own purposes. Be sure to read it carefully, but note it is not part of this Agreement and can change. You represent and warrant that you are solely responsible when using the Website or the Services for complying with applicable data protection, security and privacy laws and regulations (including, where applicable, the EU General Data Protection Regulation and the EU e-Privacy Directive/Regulation), including any notice and consent requirements. This includes, without limitation, the collection and processing by you of any personal data, when you use the Website and the Services to send marketing and other electronic communications to individuals and when using cookies and similar technologies on the Website (including, in particular, those which Crazy Good Digital enables for you at your request as part of the Services, such as to undertake analytics for you (e.g., by entering relevant tracking account information such as Google Analytics UA code)).

b. If we add this feature in a future release, you are responsible for providing and making available to the End Users (as defined in Section 4(b)) a legally compliant privacy policy, including a legally compliant cookie policy, and for obtaining valid consent, both for you and Crazy Good Digital, for any use by you of an End User's personal information.

c. You agree that Crazy Good Digital may protect and improve the Services through analysis of your use of the Services, the End Users' use of the Website and/or analysis of your and such End Users' personal information in anonymized, pseudonymized, de-personalized and/or aggregated form. If applicable law requires, you should explain this in your privacy policy.

8. Copyright.

a. We comply with copyright law, and respond to complaints about copyright infringement in accordance with our Privacy Policy. We respect the intellectual property of others. We respond to notices

of alleged copyright infringement if they comply with the law, and such notices should be reported via the process described in our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing.

9. Term and Termination; License and Right to Domain Name upon Termination.

a. This Agreement will commence on the Effective Date and continue for the term set forth on the Order Page (the "Initial Term"), unless terminated earlier as provided in this Agreement. Following the Initial Term, this Agreement shall renew automatically for consecutive periods of one (1) year (each a "Renewal Term", and each Renewal Term together with the Initial Term, the "Term").

b. You may terminate this Agreement at any time without cause. If you terminate without cause, you will not be billed for any additional Renewal Term, and the Services will continue until the end of the then current Initial Term or Renewal Term, as the case may be. If you cancel, you will not receive a refund for any Services already paid for. Crazy Good Digital may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing you with at least thirty (30) days' prior to the end of the Term.

c. Either Party may terminate this Agreement immediately (i) upon written notice to the other Party in the event such other Party has committed a material breach of this Agreement that remains uncured for thirty (30) days after such written notice.

d. Upon termination of this Agreement, your Website and its content (including Your Content) will be removed from Crazy Good Digital servers. If you have redirected a domain from another website to point to your Website, you are responsible for changing that redirection to another web server, even if Crazy Good Digital provided services to establish the initial redirection of that domain to your Website.

e. All sections of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, Sections 3, 5, 7, 9(d), 9 (e) and 11-16.

10. Fees and Payments.

a. You agree to pay all fees and taxes for the Services to Bowker or its designated agent via the Order Page (or as otherwise agreed by the Parties in writing) for the Initial Term and each Renewal Term. Crazy Good Digital may change prices at any time; provided, however, that (a) no price increase shall apply to you during your then current Initial Term or Renewal Term, as the case may be, and (b) we will notify you of any price increase that would apply to any Renewal Term. All fees are exclusive of, and you are responsible for, applicable federal, state, or local sales, use, excise or other applicable taxes, other than taxes on our net income. You shall pay or reimburse Crazy Good Digital for any such taxes and we may add any such taxes to invoices submitted to you. You agree that in the event you do not pay the fees and expenses owed to us for the Services when due, we may take any other steps we deem necessary to collect such fees from you and you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that at our option we may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

b. If you pay any fees or expenses due hereunder by credit card and you contact your bank or credit card company to decline, chargeback or otherwise reverse the charge, other than for an amount disputed in good faith, we may automatically terminate this Agreement for cause.

11. No Implied Warranties.

a. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK, AND THAT EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1(B), THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRAZY GOOD DIGITAL SHALL CREATE ANY WARRANTY. CRAZY GOOD DIGITAL MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL (I) BE TIMELY, UNINTERRUPTED OR ERROR-FREE; (II) MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (III) BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

b. Under certain circumstances, some jurisdictions don't permit the disclaimers in Section 11(a), so they may not apply to you. However, the disclaimers apply to the maximum extent permitted by applicable law. You may have other statutory rights and nothing in this Agreement affects your statutory rights or rights under mandatory laws. The duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by applicable law.

12. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CRAZY GOOD DIGITAL, ITS AFFILIATES, SUBCONTRACTORS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR OTHER INTANGIBLE LOSSES; (C) ANY DAMAGES RELATED TO YOUR ACCESS TO, USE OF OR INABILITY TO ACCESS OR USE PARTS, SOME OR ALL OF THE WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION INTERRUPTION OF USE OR CESSATION OR MODIFICATION OF ANY ASPECT OF THE SERVICES; (D) ANY DAMAGES RELATED TO UNAVAILABILITY, DEGRADATION, LOSS, CORRUPTION, THEFT, UNAUTHORIZED ACCESS OR, UNAUTHORIZED ALTERATION OF, ANY CONTENT, INFORMATION OR DATA, INCLUDING WITHOUT LIMITATION YOUR CONTENT; (E) ANY CONDUCT OR CONTENT OF ANY END USER OR THIRD PARTY USING THE SERVICES, INCLUDING WITHOUT LIMITATION DEFAMATORY, OFFENSIVE OR UNLAWFUL CONDUCT OR CONTENT; OR (F) ANY THIRD PARTY SERVICES OR THIRD PARTY SITES ACCESSED VIA THE SERVICES. THESE LIMITATIONS APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, WHETHER OR NOT CRAZY GOOD DIGITAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CRAZY GOOD DIGITAL, ITS AFFILIATES, SUBCONTRACTORS AND LICENSORS FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES AND THIS AGREEMENT EXCEED THE GREATER OF (I) FIVE HUNDRED DOLLARS (\$500); AND (II) THE FEES PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. THE NEGATION AND LIMITATION OF LIABILITIES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CRAZY GOOD DIGITAL AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

13. Indemnification.

a. To the fullest extent permitted by law, you agree to indemnify and hold harmless Crazy Good Digital, its affiliates, subcontractors and licensors and their respective directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to (i) your breach of this Agreement; (ii) Your Content; (iii) any claims by, on behalf of or against the End Users of the Website; (iv) any claims by third parties that any content on the Website or your or an End User's use of the Website in violation of this Agreement infringes, misappropriates or violates any intellectual property rights of such third party; (v) your violation of any law or regulation; and (vi) any claims from tax authorities in any country in relation to your business operations, including without limitation your sales to individual consumers (including distance sales) and other operations for which Crazy Good Digital or its licensors may be held jointly and severally liable. Your indemnification obligations under this Section shall not apply to the extent directly caused by Crazy Good Digital's breach of this Agreement.

b. To the fullest extent permitted by law, Crazy Good Digital agrees to indemnify and hold harmless you and your directors, officers, employees and agents from and against all damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) finally awarded against them or paid by them in connection with a settlement that was approved by Crazy Good Digital, in writing, arising out of or related to any claims by third parties that Development Services infringe, misappropriate or violate any intellectual property rights of such third party. If Crazy Good Digital has reason to believe that it or you would be subject to an injunction or continuing damages based on a claim or allegation that the Development which claim would have been avoided if the Services had not been so combined infringe, misappropriate or violate the US intellectual property rights of a third party, then Crazy Good Digital may, at its option and expense, replace or modify the Development Services with substantially equivalent services or replacement services so that such services are no longer infringing, or obtain for you the right to continue using the Development Services. If neither of the foregoing is commercially practicable, Crazy Good Digital may cancel the applicable SOW and refund any fees paid for the infringing Development Services as of the date of termination. Notwithstanding the foregoing, Crazy Good Digital shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) compliance by Crazy Good Digital with your specific instructions or design requirements or use by Crazy Good Digital of any materials provided by you; (ii) any content on the Website, or your or an End User's use of the Website in violation of this Agreement; (iii) any third party site or service.

c. The indemnified party shall (i) promptly notify indemnifying party in writing of any claim for which it seeks indemnification, provided the failure or delay in doing so shall not relieve the indemnifying party from any obligation to indemnify the indemnified party, except to the extent such delay or failure prejudices the defense of any such claim; and (ii) reasonably cooperate, at the indemnifying party's expense with the indemnifying party in connection with the defense, settlement, and litigation of such claim. The indemnifying party shall have the right to conduct the defense of any such indemnifiable claim made by a third party, provided that the indemnifying party may not settle any such claim without the prior written consent of the indemnified party (not to be unreasonably withheld). However, the indemnified party, at its own expense, shall have the right to participate in the defense of any such suit or proceeding through counsel of its choosing.

d. This Section 13 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party intellectual property infringement claim described in this section.

14. Dispute Resolution; Arbitration; No Class Actions.

a. The Parties shall attempt to resolve any claim, controversy or dispute between the Parties arising out of or relating to the Agreement (including without limitation its existence, formation, operation and termination) and/or the Services (including without limitation non-contractual disputes and matters) (collectively "Disputes") in good faith within thirty (30) days after one party provides written notice of the Dispute to the other Party. If the Parties can't resolve the Dispute within such 30-day period, the Parties will have the right to resolve the Dispute through final and binding arbitration and the Parties expressly waive the right to formal court proceedings (including without limitation trial by jury), except as set forth below. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that the Parties would have in court may not be available in arbitration. There is no judge or jury in arbitration, only an independent third party that will act as the arbitrator, and court review of an arbitration award is limited.

b. Any arbitration must be commenced by filing a demand for arbitration within one (1) year after the date the Party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. JAMS, Inc. ("JAMS") will administer the arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures ("JAMS Rules") in effect at the time of the dispute.

c. The Parties agree that the US Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of these provisions (despite any contrary provision herein). Any arbitration hearings will take place at a location to be agreed upon in Newark, New Jersey (or such other location as may be mutually agreed by the Parties in their sole discretion), in English, and shall be settled by one (1) commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the JAMS Rules. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including without limitation reasonable attorneys' fees and costs), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the Parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. The JAMS Rules will govern payment of all arbitration fees.

d. Notwithstanding anything to the contrary in this Section, either Party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement or misappropriation (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

e. Any claim not subject to arbitration must be commenced within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. If applicable law prohibits a one (1) year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

f. You may only resolve disputes with Crazy Good Digital on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations aren't allowed.

15. Governing Law; Consent to Jurisdiction; Time for Filing. This Agreement (including its existence, formation, operation and termination) and the Services, as well as all disputes and matters arising out of or in connection with this Agreement and the Services (including non-contractual disputes and matters) shall be governed in all respects by the laws of the State of New Jersey, without regard to its conflict of law

provisions. If Section 14 is found not to apply to you or your claim, you and Crazy Good Digital each agree that any judicial proceeding arising out of or in connection with any Dispute must be brought exclusively in the federal or state courts located in Newark, New Jersey, and you and Crazy Good Digital consent to venue and personal jurisdiction in such courts.

16. Miscellaneous.

a. This Agreement (including each Statement of Work and the fee and Initial Term set forth on the Order Page) constitutes the entire agreement between you and Crazy Good Digital regarding the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. Neither Party shall be bound by any additional or different terms that might appear in any acknowledgements, purchase orders, quotations, proposals, or in any other communications between us (other than the fee and Initial Term set forth on the Order Page or as set forth in Section 16(d)), unless those terms are expressly agreed to by a written signed amendment between the Parties. You agree that you have not relied upon, and have no remedies in respect of, any term, condition, statement, warranty or representation except those expressly set out in this Agreement. You also may be subject to additional terms, policies or agreements that may apply when you use other services in connection with the Website. This Agreement creates no third party beneficiary rights. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

b. You acknowledge that any use of the Services (including the Website) contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services (including the Website) in violation of this Agreement, may cause irreparable injury to us, and our affiliates, subcontractors and licensors for which monetary damages may not be sufficient, and under such circumstances we, our affiliates, subcontractors and licensors will be entitled to seek equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

c. Either Party's failure to enforce any provision of this Agreement is not a waiver of its right to do so later. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. Crazy Good Digital may assign its rights and delegate its obligations in whole or in part to an affiliate or subcontractor without your consent. Other than the above, neither Party may assign or delegate this Agreement.

d. We may modify this Agreement from time to time, and will always post the most current version on our website. If a modification meaningfully reduces your rights, we will notify you (by, for example, sending you an email). The notice will designate the period after which the new terms will take effect. Modifications will never apply retroactively. By continuing to use or access the Services after any modifications come into effect, you agree to be bound by the modified Agreement and price changes. If you disagree with our changes, then you should stop using the Services and cancel all Services.

e. The Parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement (other than payment obligations) or for loss or damage of any nature whatsoever suffered by such Party due to disruption or unavailability of communication facilities, utility or hosting or Internet service provider failure or delay, denial of service attack, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the Party's reasonable control. You are responsible for all fees and charges imposed by telephone carriers,

Internet service providers, and other voice and/or data service providers arising out of access to and use of the Services.

f. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

Statement of Work

A. Website

- Configure an instance of an Author Desktop/Tablet and separate Mobile Website, consisting of a Home Page, About Page, Contact Page, Books Page, in each case based on an existing customizable template.
- Slider (slide show) for home page with up to six (6) slots for content
- Provide ability for Author to add/modify/delete content for each page, including the ability to create a web page with buy links for each book, and add social media links.
- Provide a selection of genre-specific, licensed images for the slider

B. Website Hosting

- Host 1 website
- Maintain adequate backups of website content
- Monitor website performance to insure server resources are adequate
- Update web server with security and maintenance patches
- Maintain website code as needed