

**SPIDERDOOR COMPANIES™**  
**END USER LICENSE AGREEMENT (EULA)**  
**(STORAGE UNIT OWNER)**

**IMPORTANT—READ CAREFULLY:** This User Agreement (“Agreement”) is a legal agreement governing access to and use of the Applications, Web Applications, Software, and/or Services (as defined below). By signing this agreement or by clicking “I Agree” below, accessing, or using the Applications, Web Applications, Software, and/or Services, You and any organization that You represent agree to be bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE APPLICATION, WEB APPLICATIONS, SOFTWARE, AND/OR SERVICES.**

**1. Overview.**

This Agreement is between SpiderDoor, LLC, an Alabama limited liability company, with its principal place of business located at 7900 Gadsden Highway, Trussville, AL 35173 and related entities (collectively “SpiderDoor”), and you \_\_\_\_\_

\_\_\_\_\_ (“You” or “Your”) and any organization (“Organization”) you represent (collectively referred to as “Customer”). Customer represents and warrants to SpiderDoor that Customer possesses the legal right and ability to enter into this Agreement. **IF CUSTOMER IS NOT LEGALLY AUTHORIZED TO ASSENT TO BE BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE APPLICATION, WEB APPLICATIONS, SOFTWARE, AND/OR SERVICES.**

(a) This Agreement governs access to any and all services (collectively “Services”) provided by SpiderDoor and use of SpiderDoor Applications, Web Applications and/or Software and all features thereof, including without limitation, all computer code or programming, content, data, pricing, rental and inventory information, text, documents, files, surveys, databases, reports, graphics, photos, illustrations, images, video and/or audio clips, interactive functions, software, HTML, source code, object code, xml code, and any other code in any language or format, associated media, print media, print or electronic documentation, and script forming a part thereof all goods and transactions offered via the Application or Web Applications (collectively “Apps”), the Software (collectively “Software”), provided by SpiderDoor, and related entities. The Apps, Software, and the Services are collectively referred to as the “Products”.

(b) In addition to complying with the terms and conditions of this Agreement, Customer agrees to comply with all additional terms and conditions governing access to and use of the Products which are incorporated into and made a part of this Agreement, including, but not limited to, the website Terms of Use and Privacy Policy (as may be amended), for which this Agreement shall take precedent in the event of any conflict, and which are made available to Customer at the website [www.SpiderDoor.com](http://www.SpiderDoor.com).

(c) SpiderDoor may unilaterally, at any time and in its sole discretion, amend, modify, revise, update, or otherwise change this Agreement, in whole or in part, without prior notice to Customer. The most current version of this Agreement is posted at [www.SpiderDoor.com](http://www.SpiderDoor.com). Customer has no right to amend, modify, revise, update, or otherwise change this Agreement without a written agreement signed by both Parties. Customer agrees that each use made of the Products shall be subject to the then current Agreement. It is Customer’s responsibility to check [www.SpiderDoor.com](http://www.SpiderDoor.com) to view the most current Agreement. By accessing and/or using the Products, Customer accepts without limitation or qualification this Agreement.

(d) SpiderDoor may, at any time and in its sole discretion, modify, revise, update, or otherwise change the Products, or any portion thereof (including without limitation adding to or discontinuing the same), in whole or in part, without notice or liability to Customer.

## 2. **Proper Use of Web-Based PRODUCTS.**

(a) Subject to the terms and conditions of this Agreement, SpiderDoor grants access to and grants a limited right to use the Products during the term of this Agreement and only for the permitted purposes and not for commercial reproduction, distribution, publication, or any other activity in contravention of this Agreement, applicable law, or SpiderDoor's or any third party's rights. The rights granted herein are a license and shall not be deemed a sale. Any rights not expressly granted herein are reserved by SpiderDoor. Access to and use of the Products is limited to use under an authorized User Account (as defined below), provided by SpiderDoor or its legal representative. Access to and use of the Products is granted to Customer only as provided for herein, Customer is NOT allowed to authorize or permit third-party access to or use of the Products and/or Services except as expressly permitted in this Agreement. Customer's access to or use of the Products must cease immediately upon revocation or termination of the User Account provided by SpiderDoor, or in the event this Agreement expires or is terminated for any reason.

(b) The Products may only be accessed by authorized users(s) ("User , Users") who have purchased required licenses or have active subscriptions, and Customer's representatives may only use the number of logins or subscriptions for which payments are up to date. Software component parts may not be separated for use on more than one computer. Any web sites associated with the Products may not be taken apart, modified, used or published with other means.

(c) Except as allowed by applicable law and notwithstanding contrary terms, Customer may not copy, modify, adapt, disassemble, reverse engineer, decompile, distribute, sell, lease, perform, display, transmit, create derivative works, translate, circumvent any anti-piracy technology or features that enforce limitations on use of, or otherwise alter or attempt to discover the source code, object code, or other portion of the Products except as expressly permitted herein.

(d) Customer may not use the Products in any manner: (i) not authorized by this Agreement; (ii) in contradiction with any additional restrictions set forth in this Agreement; (iii) in violation of any law or governmental regulation; (iv) in violation of any fiduciary or confidential relationship; (v) or in violation of the rights of any third party.

(e) Customer shall not use SpiderDoor's Products in any way that shall impair the functioning or operation of the Products or related equipment, or the use and enjoyment of the Products by other Users, as determined by SpiderDoor in its sole discretion. The Products and associated servers are not an archive, and SpiderDoor shall have no liability to Customer or any other person for loss, damage, or destruction of any data. It is Customer's sole responsibility to maintain adequate business records including rental inventory, rental pricing, financial, or other information.

(f) Customer shall not use the Products to: (i) engage in any illegal or unauthorized use; (ii) impersonate any person or entity; (iii) "stalk" or harass any other person; (iv) harm minors in any way; (v) falsely state or misrepresent your affiliation with another person or entity; (vi) provide any false or misleading data; (vii) infringe any patent, trademark, trade secret, service mark, copyright, or other intellectual property right of another person; (viii) access or use the account of another user without permission; (ix) distribute unsolicited or unauthorized advertising, surveys, contests, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or other messages for any purposes; (x) distribute computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or

telecommunications equipment; (xi) “hack” or access without permission SpiderDoor’s proprietary or confidential records or those of any other third party; or (xii) deploy or use bots, robots, web crawlers, or other similar electronics or computer code to scrub, copy, or capture data.

### 3. **Customer Obligations.**

(a) Customer hereby grants and shall grant SpiderDoor permission to access Customer’s software and data, whether hosted by Customer, by Customer’s vendor, or by any third party, to the extent necessary to implement the features and functionality of the Products, as they exist now or in the future, including, without limitation, access to application programming interfaces (API’s) to obtain all data necessary for the proper functioning of the Products. Customer agrees to timely execute and return any documents necessary to effectuate access to API’s, now or in the future, to the extent necessary to implement the features and functionality of the Products, as they exist now or in the future.

(b) SpiderDoor provides user accounts to an Organization (“User Account”). As provided for by this Agreement and related documents, Organization and/or You may be permitted to administer said User Accounts so as to grant access to Organization staff and/or varying levels of access as appropriate to different Organizational staff (“User Account Administration”). Customer is entirely responsible for the accuracy, appropriateness, maintenance, and effects of User Account Administration, including, but not limited to, the identification of staff, levels of access assigned to same, and all activity occurring under User Account, all computer hardware as well as the visibility or disclosure of any information viewable from any Facility computer terminal or monitor.

(c) Customer and SpiderDoor may be permitted to provide, release, transmit, access, receive, or use various types of data in connection with, to, or through the Products (“User Activity”) which may include, without limitation, the following non-mutually exclusive types of data: (i) rental inventory data; (ii) rental pricing information; (iii) rental term information; (iv) gate opening information; (v) renter information, including credit card billing information; or (v) any other information which may be accessed or gathered by or through the Products (hereinafter collectively referred to as “Data”). Customer acknowledges that when you use apps created by SpiderDoor, such as the SpiderDoor App, you may grant certain permissions to SpiderDoor for your device. Most mobile devices provide you with information about these permissions.

(d) Customer represents and warrants that Customer has the full right, title, and authority to permit the use of such Data Customer provides as contemplated herein, that such Data does not infringe or violate the rights of any party, and that the submission and use of such Data is otherwise permitted as provided for by this Agreement and under applicable laws and regulations.

(e) SpiderDoor may create analysis, information, or materials comprising, in connection with, or as a result of Customer’s User Activity or feedback or Data provided by Customer, including, but not limited to, assessments, analyses, survey results, reports, summaries, and alerts. SpiderDoor owns and shall own all such material. SpiderDoor may use, share, copy, create derivative works from, edit, adapt, distribute, translate, display, publicly perform, and/or sublicense such material as it sees fit for purposes such as, but not limited to, providing and/or improving the Products; payment operations; and/or research purposes, all without any rights of attribution to Customer.

(f) Customer’s User Activity shall be limited to Data that is specific to Organization’s ongoing business. In the event Data non-specific to Organization is accessible or made available to Customer in connection with, to, or through the Products, Customer shall immediately notify SpiderDoor in writing of same and shall by no means provide, release, transmit access, receive, or use such data for any purposes whatsoever.

(g) Customer shall promptly notify SpiderDoor at the address provided below of any mistakes or errors with respect to the Products and all Data contained therein.

(h) Customer is responsible for all activity under Customer's User accounts. Customer warrants and represents that User Account Administration and User Activity (i) does not violate or infringe the rights of any persons, including without limitation, privacy rights, intellectual property rights, and other personal or proprietary rights; (ii) is not libelous, threatening, defamatory, obscene, indecent, pornographic, nor gives rise to any civil or criminal liability under U.S. or international law; (iii) does not include any bugs, bots, robots, web crawler, data scrubber, viruses, worms, trap doors, Trojan horses, or other harmful code or properties; and (iv) is otherwise permitted under this Agreement.

(i) Customer is entirely responsible for maintaining and monitoring the confidentiality of password and account login information associated with User Accounts. Customer agrees that Customer is solely responsible for all acts, omissions, and use under Customer's User Account by any user whatsoever. Customer is solely responsible for: (i) error in or damage from delivery or disclosure of Data resulting from User Account Administration or User Activity; (ii) preventing any loss or damage to or from Data through User Account Administration or User Activity; (iii) ensuring the security and integrity of Data a Customer receives in connection with or through the Products; (iv) ensuring the confidentiality of Customer's password and account information; and (v) terminating or changing any login information which has been compromised or for which an assigned user has been terminated or has resigned from the employment of Customer, for which Customer shall promptly notify SpiderDoor. SpiderDoor is not responsible for the privacy, integrity, security, or misuse of Data, or any information or part(s) contained therein, except as expressly stated herein, and in no event shall SpiderDoor be responsible for the privacy, integrity, security, or misuse of Data, or any information or part(s) contained therein, once received by Customer or the acts or omissions of Customer with respect to same.

(j) SpiderDoor specifically reserves the right to remove any Data, or parts thereof, in its sole discretion, for any reason and without notice. Customer acknowledges and agrees that pursuant to this Agreement, SpiderDoor has the right to terminate Customer's access to or use of the Products, and disable, remove, or delete Data, temporarily or permanently for any reason and without notice to Customer. In the event Customer's account, use, or access is removed or terminated, SpiderDoor is under no obligation to transfer or manage Data for you and any rights granted to SpiderDoor with regard to Data shall survive. Customer acknowledges that termination, interruption or loss of use of the Products and the effects thereof shall not impair Customer's ability to continue Customer's operations.

(k) From time to time, SpiderDoor may undertake to advertise its Services and Products through solicitations directed to your end user customers via e-mail, text message or other social media. You expressly grant SpiderDoor a license to access your customer database to effectuate such solicitations, provided however, that any such solicitation shall solely be as your agent and shall only direct the customers to download the personalized version of the SpiderDoor application that has been personalized to your company. The advertising license granted by you in this paragraph is revocable at will without cause by giving notice as required herein.

#### **4. Confidentiality**

(a) The parties acknowledge that any information being provided to it by the other party and identified in writing as being confidential in nature shall be safeguarded by that party as if it were its own confidential Data, and each party shall take reasonable steps, in good faith, to prevent unauthorized access to the other's confidential data and to allow it to be viewed only by its proper representatives and permitted business partners and vendors. Furthermore, Customer acknowledges and agrees that the Products, or portions thereof may be provided over a third party cloud environment through software, servers or other hardware located

elsewhere, subject to separate terms and conditions, including disclosure to, the cloud provider or its designees. By using the SpiderDoor Products, you also agree to accept the practices, terms and conditions of such third party cloud environment, which also may be amended from time to time.

(b) Upon the termination of this Agreement by either party, each party shall return any confidential information submitted to it by the other if requested to do so in writing within thirty (30) days. However, while SpiderDoor will take reasonable steps to prevent further use of Customer's confidential Data following termination, Customer acknowledges that archival or other back-up copies of said information or Data may continue to reside in Customer's environment and/or the cloud. Customer acknowledges that upon the termination of this Agreement by either party, access to the Products may immediately cease and neither Customer nor its renters will have any further access to or use of the Products, including all Apps.

(c) Customer acknowledges that the programs utilized by SpiderDoor in its Products are proprietary to SpiderDoor. Customer acknowledges that it is not entitled to obtain copies of or otherwise access the source code to any programs and if it obtains same, it shall safeguard the information and not allow it to be used internally or externally for any purposes. Customer shall immediately return the program information to SpiderDoor. Customer agrees to not and shall not reverse engineer, decompile, or otherwise seek access to SpiderDoor Software, source code, object code, xml code, scripts, processes and non-public information about the functionality and features of the Products.

(d) The Software, source code, object code, xml code, scripts, processes and non-public information about the functionality and features of the Products is confidential information, along with the terms of this Agreement but not the existence thereof. The Products may also include Data supplied by third parties and other users that may include or comprise protected and/or confidential information. Accordingly, Customer agrees, represents, and warrants, Customer shall use and disclose such Data solely for Customer's own internal business purposes as intended under this Agreement and shall make no further disclosure or use of confidential Data or other confidential information concerning the Apps or Software, or portions thereof. Customer shall not use or disclose any confidential information except as expressly permitted herein, and shall safeguard all confidential information with at least the same level of care Customer affords its own confidential information and in no event less than a reasonable degree of care.

(e) Notwithstanding the foregoing, a Party's rights of confidentiality hereunder shall not apply to information that is: (i) in the public domain other than by reason of a wrongful disclosure by the other Party, or (ii) shown by documentary evidence to have been independently developed or obtained by the other Party without use of any confidential information of the first party and without breach of any duty owed to the first Party.

(f) Customer grants to SpiderDoor, and its licensees and assigns, the non-exclusive, worldwide, right and license to use your name, trademark, logo, photographs, graphic or video images, text or other information that is not reasonably determined to be confidential or proprietary, in any format or medium, now or hereafter known. Said license shall include the right to copy, display, transmit, translate, modify or format the Data, or portions thereof for use internally by SpiderDoor for training and other purposes and/or externally for marketing activities.

(g) Unless otherwise agreed to in writing by SpiderDoor, so long as Customer uses the Products, and for a period of two years thereafter, Customer shall not directly or indirectly, for himself/herself or on behalf of or in conjunction with any other person or entity anywhere in United States or Canada: (1) engage in or contribute his/her knowledge to any work which is competitive with or similar to the service(s) of SpiderDoor; or (2) engage in or contribute his/her knowledge to any work which is competitive with the business of SpiderDoor; or (3) engage as an officer, director, shareholder, owner, partner, joint venturer, or in a managerial

capacity, whether as an employee, independent contractor, consultant, advisor, or sales representative, in any business selling any products or services in direct competition with SpiderDoor; or (4) solicit, interfere with, encourage or endeavor to cause any employee of the Company to leave his/her employment, or induce or attempt to induce any such employee to breach his/her employment agreement with the Company. Customer hereby acknowledges to SpiderDoor that he/she understands the nature of the foregoing restrictive covenants, and that he/she has sufficient financial resources and personal business skills to seek and obtain alternative employment, as necessary, that does not violate the restrictions set forth in this section. Customer understands that this is a specific inducement to SpiderDoor to offer Product to Customer and to enter this Agreement.

## 5. Fees and Billing

(a) After the initial period of free use, if any, Customer's use of the Products shall be subject to the fees and details described herein, including your responsibility to pay periodic invoices, or periodic maintenance fees, or monthly and/or annual subscription fee(s). All charges and payments shall be in U.S. Dollars. Failure to make a required payment may result in suspension of services and/or termination of your account and may result in late fees and interest being charged.

(b) Unless otherwise stated in a written Re-curring Payment Authorization Form, signed by both parties, initial pricing and payment terms for Products will be those which are listed on the SpiderDoor website applicable to the purchased Product(s) at [www.SpiderDoor.com](http://www.SpiderDoor.com). Customer shall be entitled to completion of all prepaid subscription periods at the price in place at time of purchase so long as associated sites and functionality are available. See related information in Section 8.

(c) Unless otherwise agreed in writing, signed by both parties, all amounts are due upon execution of this Agreement, with the exception of recurring monthly fees which shall be due on the date due listed in Customer's invoices or at [www.SpiderDoor.com](http://www.SpiderDoor.com).

(d) Apps pricing is subject to change upon notice to Customer. Services and Software pricing is subject to change upon 30 days prior notice to Customer.

(e) Unless otherwise agreed in writing, signed by both parties, Services and Software fees, periodic or annual fees, or other one-time fees are non-refundable. Prepaid monthly Apps subscription fees may at SpiderDoor's discretion be credited, in lieu of a refund, toward the future purchase of other SpiderDoor Products if future purchase is made within twelve months of termination.

(f) All fees are calculated based upon usage as of the first of every calendar month and are not subject to proration due to (i) cancellation of usage of any storage unit(s), (ii) failure by any consumer Customer end user to notify you of termination of occupancy, or (iii) your failure to notify SpiderDoor of any termination of use of any storage unit(s).

(g) Upon any termination of this Agreement by Customer, with or without cause, Customer acknowledges that it continues to owe and agrees to pay SpiderDoor the residual rental royalty for the actual number of units rented by Customer using the SpiderDoor Apps for so long as such unit remains rented. Customer agrees to pay SpiderDoor, within thirty (30) days of being invoiced, a sum equal to the greater of fifty (50) units rented using the SpiderDoor Apps, without regard to the actual number of units rented, times \$4.00 per unit times twelve (12) months or the actual number of units rented by Customer using the SpiderDoor Apps at the time of termination times \$4.00 per unit times twelve (12) months. This payment is stipulated by

Customer to be a calculation of liquidated damages to compensate Spiderdoor for a loss of revenue in the event of termination, and not as a penalty.

(h) Please note the recurring Payment authorization attached with this document will be used for monthly fees due from the owner and signor of this agreement. (See: Recurring Payment Authorization Form)

## 6. **Warranty Disclaimer; Limitation of Liability**

(a) Although SpiderDoor uses commercially reasonable efforts to maintain the security of the Products, Products ARE provided to CUSTOMER ON AN **“AS IS” AND “AS AVAILABLE” BASIS**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPIDERDOOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY, AND SYSTEM INTEGRATION. SPIDERDOOR DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO REPRESENTATION OR WARRANTY CAN BE GIVEN THAT THE DATA IS CURRENT. SpiderDoor does not guarantee the accuracy, completeness, efficacy, reliability, or veracity of the Products. SpiderDoor makes NO WARRANTY as to the security of the Products or the security or effectiveness of measures involved in User Account Administration. SpiderDoor neither warrants nor represents that Customer’s use of the Products is legal under all applicable laws and regulations or will not infringe rights of third parties not owned by or affiliated with SpiderDoor.

(b) The Products are intended as a convenience and reference for Customer to assist in its business operations. Customer shall have the ultimate responsibility for verifying all transactions and information described in the Products. USE OF THE PRODUCTS IS ENTIRELY AT CUSTOMER’S OWN RISK. CUSTOMER’S RELIANCE ON ANY INFORMATION PROVIDED IN OR THROUGH THE PRODUCTS IS AT CUSTOMER’S OWN RISK. SpiderDoor assumes no responsibility for consequences resulting from the use of the Products.

(c) No advice or information obtained by Customer, whether written or oral, from SpiderDoor shall create any warranty whether express or implied.

(d) YOU EXPRESSLY UNDERSTAND AND AGREE THAT SPIDERDOOR AND ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND/OR TRUSTEES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SPIDERDOOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES WITHOUT LIMITATION TO LOSSES OR DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PRODUCTS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE WEB PORTAL AND/OR SERVICES OR DATA; (iv) RELEASE OR DISCLOSURE OF DATA; OR (v) ANY OTHER MATTER RELATING TO THE PRODUCTS. THIS LIMITATION OF LIABILITY APPLIES WITHOUT LIMITATION TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR

USE OF THE PRODUCTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

(e) If at any time Customer is dissatisfied with the Products, does not agree with any portion of this Agreement, or has any other claim against SpiderDoor relating to either this Agreement or the Products, then Customer's sole, exclusive remedy is to discontinue using the data, and Products. IN NO EVENT SHALL SPIDERDOOR'S LIABILITY WITH RESPECT TO ANY ACT, OMISSION, DEFAULT OR BREACH UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER CONTEMPLATED HEREBY EXCEED THE TOTAL AGGREGATE AMOUNTS ACTUALLY PAID TO SPIDERDOOR BY CUSTOMER UNDER THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING MONTH.

(f) Neither Party shall be liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

(g) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to Customer.

## **7. Indemnity**

Customer agrees to indemnify, defend, and hold harmless SpiderDoor, its parent, subsidiaries, affiliates, and their respective officers, directors, shareholders, employees, and agents from and against any and all claims, demands, liabilities, expenses (including attorneys' fees and costs) and damages arising out of claims resulting from Customer's User Account Administration and User Activity, including without limitation claims arising out of Data, Customer's violation of a third party's intellectual property or other rights, or any claims alleging facts that if true would constitute a breach by Customer of the terms and conditions of this Agreement. SpiderDoor reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, and in such case, Customer agrees to cooperate with SpiderDoor's defense of such claims.

## **8. Termination; Effect of Termination**

This Agreement shall commence upon execution and continue until terminated as provided herein.

(a) You may cancel monthly subscriptions to Apps at any time through Your online account with us. Otherwise either Party may terminate this Agreement upon providing the other party thirty (30) days prior written notice.

(b) SpiderDoor may suspend, terminate, or deny Customer's access to and use of the Products and/or Services in whole or in part, and/or revoke any or all of Customer's other rights granted under this Agreement if Customer fails to comply with this Agreement, including failure to make any payment required herein. Automatic termination results in the event the Products are discontinued for whatever reason. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the date of termination, and all license rights to Data loaded, posted, or published through the Products as granted herein to SpiderDoor shall survive in perpetuity.

(c) In the event of termination, Customer must immediately cease accessing and/or using the Products, and must remove and destroy all material owned by SpiderDoor in Customer's possession obtained from or through the Products, including any archival, installed, or stored copies. Customer must promptly provide SpiderDoor with written verification of completion of such destruction upon request.

## 9. Continuity of Personnel

SpiderDoor and Customer agree that each entity's personnel are significant assets and therefore undertake to ensure the continuity of these resources for each party. Customer and SpiderDoor agree to restrict interaction with employees of other party during the term of this agreement plus twelve months unless prior written consent is obtained. This agreement shall preclude contact and interaction with other party employees outside the scope of this agreement including but not limited to; full/part time employment, consulting, independent contractor, and any and all similar discussion or offers.

## 10. Intellectual Property

(a) SpiderDoor (or its licensors) is the owner of all right, title, and interest in and to the Products, and all portions thereof (including but not limited to all U.S. and international copyrights, trademarks, patentable inventions, trade secrets, and other intellectual and proprietary rights); provided, however, that Customer shall retain all right, title, and interest in and to its Data loaded, posted, or otherwise provided via the Products.

(b) All content, software, HTML, source code, object code, and any other code, associated media, print media, online or electronic documentation, data, databases, and script forming a part of Products, and all trademarks, service marks, trade dress, logos, and tag lines displayed on the Products and/or Services, as well as all trade secrets, patents and patentable inventions (collectively, the "Intellectual Property"), are the sole and exclusive property of SpiderDoor or its licensors. Customer shall not challenge the Intellectual Property rights associated with the foregoing or do anything that might impair or damage those rights. Customer is not granted any right or license, either express or implied, in any copyright, trademark, service mark, trade dress, logo, tag line, patent, trade secret, right of publicity, or other Intellectual Property or proprietary right of SpiderDoor or any of the goodwill associated with any of the foregoing. Customer shall not reproduce, edit, modify, adapt, or distribute the foregoing for any purpose whatsoever in violation of existing intellectual property rights.

(c) Customer shall not remove any copyright, trademark, or other proprietary legends or notices that appear on, in, or as part of the Products.

(d) Should Customer elect or be required to customize the App or any of the Products, Customer grants to SpiderDoor the full permission and all rights to incorporate Customer's trademarks, service marks, trade names, business names or logos, other identifying information for the purpose of customizing the App or Products.

## 11. Availability

(a) SpiderDoor shall use commercially reasonable efforts to make the Apps and Software available to Customer twenty-four hours a day, every day, including weekends and holidays, but exclusive of maintenance and repair periods. However, Customer acknowledges that (i) the availability of the Apps and/or Software in part depend upon the Internet and other third party products and services, and (ii) SpiderDoor is not responsible for any adverse impact on the Products resulting from problems attributable to the Internet or any such third party products or services. Should the system become unavailable, SpiderDoor will act in good faith to expediently restore service and functionality, unless SpiderDoor determines to discontinue the service, which right SpiderDoor retains at its full and sole discretion.

## 12. **Links To Other Internet Sites**

Links to Internet sites owned, operated, or maintained by third parties not under SpiderDoor's control may be made available through the Products. These links are provided for Customer's convenience and reference only. Such links are not and shall not be deemed to be SpiderDoor's endorsement of the organization or individual associated with the linked site. SpiderDoor is not responsible for the content, quality, security, or accuracy of any materials or sites referenced or linked through this Website. Customer assumes sole responsibility and liability for Customer's use of such linked sites.

## 13. **Assignment**

Customer shall not, without SpiderDoor's prior written consent which shall not be unreasonably withheld, assign or otherwise transfer this Agreement or assign, delegate, or otherwise transfer any of Customer's rights, duties, or obligations under this Agreement and any such prohibited assignment, delegation or other transfer shall be void. This Agreement shall inure to the benefit of SpiderDoor's and Customer's permitted successors, assigns, and licensees.

## 14. **Injunctive Relief; Remedies**

(a) Customer agrees that SpiderDoor's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that SpiderDoor shall be entitled to injunctive relief in addition to any other legal or equitable remedies, including damages, that SpiderDoor may be legally entitled to recover. In any action to enforce this Agreement, whether a court proceeding, settlement, mediation, arbitration or otherwise, SpiderDoor shall be entitled to recover its reasonable expenses, including attorneys' fees.

(b) All rights and remedies granted to SpiderDoor under this Agreement are cumulative and not alternative, and are in addition to all other rights and remedies available to SpiderDoor at law or in equity.

## 15. **Governing Law; Limit on Commencing Actions**

(a) This Agreement is governed by the laws of the State of Alabama, U.S.A. without regard to the conflicts of laws principles thereof.

(b) Customer must commence any cause of action or claim against SpiderDoor within one (1) year after the cause of action or claim arises, otherwise Customer agrees that Customer's cause of action or claim shall be barred, to the extent allowed by law.

## 16. **ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE**

(a) Exclusive of the relief afforded by Section 14, above, all other controversies, disputes, demands, counts, claims, or causes of action between Customer and SpiderDoor, including disputes arising out of, under, or related in any way to this Agreement, the Products, the Terms of Use, or the Privacy Policy or the validity of any of the foregoing, shall exclusively be settled through binding arbitration to take place in Birmingham, Alabama, unless otherwise agreed in writing by the parties.

(b) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by this

Agreement, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures").

(c) Customer is thus GIVING UP CUSTOMER'S RIGHT TO GO TO COURT to assert or defend Customer's rights under this contract EXCEPT for matters that may be resolved by small claims court (as specified below). Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Customer is entitled to a FAIR HEARING, BUT arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(d) Customer and SpiderDoor must abide by the following rules: (a) for any claim that could otherwise be resolved in small claims court (as specified below), the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (b) if the claim exceeds what can be recovered in a said small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one should be held at a location agreed to by Customer and SpiderDoor, and if the Parties cannot agree on a location for the hearing, the arbitrator will determine a location for the proceedings which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; (c) the arbitrator's ruling is binding and not merely advisory; (d) ANY CLAIMS BROUGHT BY CUSTOMER OR SPIDERDOOR MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (e) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (f) in the event that Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SpiderDoor will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (g) SpiderDoor also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (h) the arbitrator shall honor claims of privilege and privacy recognized at law; (i) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either Customer or SpiderDoor shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/SpiderDoor customer; and (j) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses.

(e) Notwithstanding the foregoing, either Customer or SpiderDoor may bring an individual action which can be resolved in small claims court, specifically the Small Claims and District Court of Jefferson County, Alabama to which you consent to jurisdiction. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Jefferson County, Alabama. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Birmingham, Alabama in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of the courts located within Jefferson County, Alabama. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (d) and (e) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall

remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (d) or (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Customer nor SpiderDoor shall be entitled to arbitration. In the event this agreement to arbitrate is held unenforceable by a court, or in the event AAA refuses to arbitrate the Dispute, all controversies, disputes, demands, counts, claims, or causes of action between SpiderDoor and Customer shall be exclusively brought in the state or federal courts located in Jefferson County, Alabama for such purpose and for any other action contemplated in this Section 16.

(g) For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

#### **17. Binding Agreement**

A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to the Products and/or Agreement to the same extent and subject to the same conditions as other business documents and records. SpiderDoor recommends Customer print a copy of the applicable version of this Agreement for Customer's records.

#### **18. Severability**

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

#### **19. No Waiver**

The failure of SpiderDoor to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of said right or provision unless the waiver is in writing signed by both parties, and any single waiver shall not constitute a future waiver of any similar provision or obligation.

#### **20. Headings**

The section titles in this Agreement are for convenience only and carry no contractual or legal effect whatsoever.

#### **21. Notices & Contact Information**

Any notice required or desired to be given under this Agreement shall be deemed given if provided as Notice within any SpiderDoor Product, or if communicated in electronic form to Administrators or Users of record. Notice shall be effective upon the date of delivery.

#### **22. Reservation of Rights**

SpiderDoor reserves to itself any and all rights not expressly granted herein.

#### **23. Third Party Beneficiaries**

No other third party beneficiaries are created by or shall be implied under this Agreement.

24. **Entire Agreement**

This Agreement, together with any amendments, exhibits, and other addenda, if any, constitute the entire agreement and understanding of the parties relating to the Products and supersedes all prior or contemporaneous negotiations, promises, representations, communications, undertakings, or agreements, either written or oral, of either or both parties in connection therewith. No terms on any order form or purchase agreement shall supersede this Agreement.

BY SELECTING “I AGREE” BELOW CUSTOMER IS DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO EACH OF THE ABOVE TERMS, CONDITIONS, AND NOTICES.

IF CUSTOMER DOES NOT UNDERSTAND OR AGREE TO EACH OF THE ABOVE TERMS, CONDITIONS, AND NOTICES DO NOT ACCESS OR USE THE PRODUCTS.

**I AGREE**

**I DO NOT AGREE**

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By typing my Name Below, a digital signature will appear on the above line. By typing my name, I have read and agree to the terms and conditions of this entire agreement. Let this be noted as my signature and approval to this entire agreement.

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Type Full Name