



Master Agreement

Firespring Software as a Service

Effective March 1, 2026

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Council Bluffs, IA 51503
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This Master Agreement (the “Agreement”) is by and between Firespring, Inc., (“Firespring”) and the person or entity or authorized user (“Client” or “You” or “Your” or “Master User”), accessing, signing up, and using the Firespring Software as a Service (“Firespring SaaS”) on the internet as described below. This Agreement shall be effective on the date and time You sign up and You and Master User are approved by Firespring to access and begin using the Firespring SaaS. Use of Firespring SaaS is expressly conditioned upon Your acceptance of and compliance with the following terms and conditions.

1. DEFINITIONS. The following terms have the meaning set forth herein:

1.1. Customer Data: All data and content material, including but not limited to graphic, picture, text, audio, video, software or information created and owned and posted by Master User or at the direction of or on behalf of the Client by Master User and Subusers on Firespring SaaS and not generated or uploaded by Firespring or provided by Firespring under contract or agreement between Firespring and a third party.

1.2. Privacy Policy: The Firespring Privacy Policy identifies the manner in which Firespring obtains, accesses, and provides others with access to information obtained by Firespring, which reserves the right to modify the Privacy Policy from time to time. The Firespring Privacy Policy, as revised, is hereby incorporated by reference to the Policies and Security section of Firespring’s Website <https://firespring.com/policies>.

1.3. Firespring SaaS (also known as as “Services” or “Application Services”): The communication, website, and associated business software tools which are web-based and which are generally known as “Firespring”, “Springboard”, “Content Management System”, “Administrative Area”, and/or “Firespring SaaS.” Firespring SaaS includes any revised software, updates, supplements, and Internet-based services of Firespring SaaS allows remote access to Application Services software via the Internet and will be hosted on servers maintained and secured or contracted for by Firespring. Firespring retains all right and title to the SaaS Services software it hosts on the internet and does not download or transfer the Services software to the Client or Master User, Firespring’s other customers, or grant a license for such software to the Master User or its customers.

1.4. Master User (may also be referred to as “Client” and/or “Primary Administrator”): The individual and or entity entering into this agreement and paying for and accessing Firespring SaaS under this Master Agreement. A Master User Account is directed by one person employed and designated by the Client during the sign-up process with a distinct Master User name, which requires a password when accessing Firespring SaaS under the Client Account established for the Master User. This person shall be the primary contact with Firespring for subsequent billing and account information and changes.

2. GRANT OF SERVICE. Firespring grants Client and Master User on behalf of Client, a non-exclusive, non-transferable, worldwide right to access and use Firespring SaaS as set forth herein, and/or as otherwise described when accessing it via the internet. All rights not expressly granted to Client and Master User are reserved to Firespring.

3. RELATED DOCUMENTS. Other Services beyond or enhancing Firespring SaaS may be requested by Client, but if agreed to by the parties will be subject to additional specific terms and conditions. The pricing details, Client requirements, and Services descriptions may be included on a separate document when applicable. If and where any of the specific terms and conditions in another document conflict with, contradict, expand, or limit any of the terms and conditions of the Agreement, the other document shall take precedence and priority where applicable and without affecting or nullifying any other portion of this Agreement in whole or in part. In the absence of any other document, or where another document does not address terms and conditions covered in the Agreement, this Agreement shall be in effect and enforced.

4. USER FEE AND PAYMENT. Access to the Firespring SaaS will be granted to Client and Master User upon receipt of full payment of the initial fee specified in the sign-up process or unless otherwise stated. Certain Firespring Services have a recurring service fee. The recurring service fee is due in advance on the first business day of each calendar month, unless otherwise indicated. The payment will be made by electronic funds transfer from a checking account, or by credit card, or any other method of payment agreed to, by and between, Client and Firespring. The Client accepts and understands that Firespring is allowing the Client access to Services in exchange for the recurring service fee. Further, Client understands that by discontinuing or failing to pay the recurring service fee to Firespring, the Client effectively forfeits the rights for ongoing use of the Services.

5. TERM. The Term for the use of SaaS shall be a month-to-month term, unless terminated in writing by Client or Master User or by Firespring.

6. TERMINATION OF AGREEMENT BY FIRESPRING

6.1. Firespring may immediately terminate this Agreement if Client and or Master User violates the terms of this Agreement.

6.2. Firespring may immediately terminate this Agreement at the end of the last billing cycle, if Client or Master User fails to pay the SaaS fee or to make any other required payment within thirty (30) days following receipt of written notice that such payment is due.

6.3. The termination of this Agreement shall rescind the service granted and revoke all rights granted to or accrued by Client and Master User to use Firespring SaaS.

6.4. In the event of termination for non-payment, Firespring may disable Client and Master User access to and use of Firespring SaaS until such time as Firespring has received full payment.

7. TERMINATION OF AGREEMENT AFTER INITIAL TERM Master User may terminate this Agreement with thirty (30) days advance notice in writing to Firespring. The termination shall take effect at the end of the last fully paid service cycle, or as otherwise agreed by the parties.

8. RETRIEVAL OF DATA

8.1. If this Agreement is terminated by Firespring, Inc., then Client and Master User may retrieve all Customer Data upon making payment in full of all monies owed to Firespring. Such retrieval may, at the Master User's reasonable discretion, be in hard copy or in electronic form and shall occur no later than five (5) business days following receipt of payment by Firespring. Master User shall contact Firespring and make arrangements to retrieve its Customer Data no later than sixty (60) days following termination of this Agreement by Firespring. Firespring shall not be responsible for any Customer Data not retrieved within ninety (90) days following termination of this Agreement by Firespring.

8.2. If this Agreement is terminated by Client and Master User, and Client and Master User are current in all payment obligations to Firespring, then Master User shall contact Firespring and make arrangements to retrieve Client's Customer Data no later than sixty (60) days following termination of this Agreement by Master User. Firespring shall not be responsible for any Customer Data not retrieved within ninety (90) days following termination of this Agreement.

9. GUARANTEE. If Client is not completely satisfied with Firespring SaaS services in the first 12 months from date of agreement, Firespring will provide a full refund for costs related to monthly services upon request from Client. Any costs related to custom design and/or custom development is non-refundable.

10. TECHNICAL SUPPORT. Firespring will provide unlimited access to Master User to online support resources for the Firespring SaaS. Additional, live support may be available during daytime business hours in the U.S. on some products as specified in the sign-up process.

11. MODIFICATIONS UPGRADES AND ENHANCEMENTS. Firespring may provide modifications, upgrades, and enhancements ("modifications") at no additional cost, at Firespring's sole discretion.

11.1 Theme Updates and Retirements

(a) Theme Updates. From time to time, Firespring may develop or release new design themes, enhancements, or templates (“Themes”) as part of the Firespring SaaS. Firespring, at its discretion, may make these new Themes available to the Client.

(b) Theme Retirements. Firespring reserves the right to discontinue, retire, or remove any existing Theme at any time. If Firespring determines that a Theme will be retired, Firespring will use commercially reasonable efforts to provide notice to the Client (e.g., email or administrative-area notice) prior to the retirement date.

(c) Mandatory Theme Changes. The Client acknowledges and agrees that upon retirement of a Theme, or if continued use of a Theme impedes the functionality, security, or performance of the Firespring SaaS, the Client may be required to transition to a new or updated Theme. Such transition may affect the appearance, design, layout, or functionality of the Client’s website.

(d) Additional Fees for Theme Transition. The Client understands that Firespring may charge fees for assisting, designing, developing, or implementing a new or updated Theme. The amount and terms of such fees will be provided in writing or published by Firespring. No changes will be made without the Client’s consent to any new or additional fees.

(e) Client Responsibilities. The Client shall be responsible for making or implementing any necessary changes to its website (including content, branding, and customizations) when a Theme is retired or replaced. If the Client opts to hire Firespring for such transition, it may incur the fees outlined in subsection (d). Firespring is not liable for any costs, losses, or expenses incurred by the Client for these changes.

(f) No Liability for Retirements. Firespring makes no guarantee that a particular Theme will remain available indefinitely. The Client’s continued use of a retired Theme is at its own risk. Any discontinued support or retirement of a Theme will not give rise to any claim against Firespring, other than as set forth in this section.

12. FIRESPRING PROTECTION

12.1. Firespring SaaS and its related documentation are protected by various U.S. and international trademarks, copyrights, and trade secrets. They also comprise or contain confidential information. All Customer Data transmitted through, posted on, or used in connection with Firespring SaaS are owned by Client and or Master User and not the subject of this provision.

12.2. Client and Master User shall not, and shall not allow another person to make, or make an attempt to—examine, copy, alter, “reverse engineer,” tamper with or otherwise use Firespring SaaS except as set forth herein.

12.3. Client and Master User further acknowledge and agree that they have no proprietary interest in Firespring SaaS. All proprietary interest in the Firespring SaaS is owned and controlled by Firespring and the Client and Master User will not attempt to or allow an attempt to transfer, duplicate, sell, license, or otherwise dispose of—in whole or in part—the Firespring SaaS or any component part thereof, to any affiliate or any third party, except as specifically provided herein.

12.4. Master User acknowledges and agrees that the obligation of confidentiality and protection of Firespring's confidential and proprietary information shall survive the termination of this Agreement.

13. SERVICE ACCESSIBILITY AND SECURITY

13.1 For services that require online availability, Firespring represents and warrants that Firespring SaaS connectivity will attempt to maintain a level of at least 99.6% uptime, excluding scheduled maintenance. Firespring shall store and operate the Firespring SaaS on Firespring's internet servers or the servers of qualified and contracted Firespring vendors and partners. The parties expressly recognize that internet servers, infrastructure, and links are susceptible to crashes and downtime. Firespring warrants that it shall maintain a consistent link with the internet, but cannot and does not warrant that it shall maintain a continuous and uninterrupted link. Firespring may, at its own discretion, temporarily suspend the Firespring SaaS or any portion thereof for the purpose of repair, maintenance, or improvement of the Firespring SaaS or any related system or infrastructure. However, Firespring shall provide prior notice where it is reasonably practicable under the circumstances, and Firespring shall restore the Firespring SaaS as soon as is reasonably practicable. Client shall not be entitled to any setoff, discount, refund, or other credit in case of any service outage which is beyond Firespring, Inc.'s, control or which is reasonable in duration. The parties expressly recognize that it is impossible to maintain flawless security, but Firespring shall take reasonable steps in accordance with current industry standards to prevent security breaches in the Firespring SaaS or related systems or infrastructure. However, Client is solely responsible for preventing password-protected areas of the Firespring SaaS within their control from being automatically indexed and linked to by internet search engine services. Client is solely responsible for any damage caused by such unauthorized access, and Client indemnifies and holds Firespring harmless for any compromise of Client's security.

13.2. If the Client's level of performance falls below the committed service levels, then the Client is eligible for a credit. Before initiating the process for obtaining a credit, the Client must first have reported the trouble to Firespring by calling

Firespring. Firespring will open a trouble ticket and coordinate the repair of the Firespring SaaS. Should the Client request a credit, it and/or Master User will email Firespring at accounting@firespring.com with a description of the requested credit along with a description of the issue within twenty (20) calendar days of the outage. Firespring will notify the Client and Master User once the credit has been approved or declined. Note that outage time begins when the Client reports the trouble and releases the affected components to Firespring and ends when Firespring notifies the Client and Master User that the problem has been resolved and the components are available for the Client to use.

13.3. A dedicated Client's credit cannot exceed the Client's monthly charge. Firespring is not responsible for failure to meet performance objectives for any of the following reasons:

- a. The negligence of the Client or others authorized by the Client to use the Firespring SaaS.
- b. Interruptions or delays due to the failure of power, equipment, services, or systems not provided by Firespring, Inc.
- c. Interruptions or delays due to access lines or Client premises equipment, whether provided by Firespring or others.
- d. Interruptions or delays during any period in which Firespring or its agents are not afforded access to the premises where access lines associated with the services are terminated.
- e. Interruptions or delays during any period when the Client or Master User has released a service(s) to Firespring for maintenance, rearrangement purposes, or the implementation of a Client order.
- f. Interruptions or delays during any period where the Client elects not to release the service(s) for testing and/or repair and the Client continues to use service.
- g. Interruptions not reported to Firespring or where there is trouble reported, but no trouble is found.
- h. Interruptions or delays due to labor difficulties, government orders, civil commotion, acts of God, and other circumstances beyond Firespring, Inc.'s, reasonable control.

13.4. The Firespring internet network includes the Client's access port (the port on the Firespring aggregation router upon which the Client's circuit terminates) and the Firespring backbone network. The Firespring backbone network includes Firespring owned and controlled routers and circuits (including any transit connections). The Firespring network availability guarantee does not include the local access circuit, Client premises equipment (router or CPE) or Client's Local Area Network (LAN), scheduled maintenance events (Firespring reserves the right to schedule maintenance and upgrades to the network), customer caused outages or disruptions, interconnections to or from and connectivity with other internet

Service Provider (ISP) networks. Upon reasonable advance notice to the customer, Firespring may schedule maintenance events.

13.5. If the network availability guarantee is not met in a calendar month and the above steps have been taken, the customer will receive a credit of 1/30th of the monthly recurring charge for that month for each day of outage in excess of 99.6% under this Agreement.

13.6. Firespring is not liable or responsible for any failure or delay in performance of the Agreement caused directly or indirectly by events outside of human control, such as flood, fire, war, criminal activity, strikes, electrical or equipment failures, failures by unaffiliated third parties, or other events beyond its control. Acceptance of the Agreement shall constitute a waiver and release of Firespring by Client for any claim for damages, setoff, discount, or other liability on account of delay.

14. DISCONTINUENCE OF BUSINESS. In the event that Firespring discontinues business operations or otherwise discontinues providing the Firespring SaaS, except for causes because of unforeseeable matters (such as natural disasters) beyond control of Firespring, Inc., Firespring shall make a good faith effort to provide Client with the files, data, graphics, documentation, and all materials reasonably necessary for the Client to transition from Firespring SaaS in an expeditious manner. The materials will be provided to Client or its designee using a suitable electronic media format. If previously uploaded to and accessible on the Firespring SaaS by Client, Firespring will assist Client in the transfer of any intellectual property owned by Client including, but not limited to, internet domains, client data, electronic documents, and graphics.

15. PROPRIETARY RIGHTS. The parties expressly recognize and accept that Firespring has developed proprietary technology forming the basis of the Firespring SaaS and has given Client permission to use the Firespring SaaS. Client further understands that by discontinuing payment to Firespring for access to the Firespring SaaS that Client effectively forfeits all rights for its ongoing use. Any changes, additions, or enhancements in the form of new or partial programs or documentation as may be provided to Client by Firespring under this Agreement shall remain the proprietary property of Firespring, Inc.

16. ACCEPTABLE USE. Firespring may in its sole discretion determine whether the use of the Firespring SaaS or the Firespring Email Network (“Network”) is a violation of this Agreement. While it is not Firespring’s intent to monitor, control, or censor communications on the Network, if Firespring becomes aware of a violation of this Agreement, Firespring may take such action as deemed appropriate to address the violation.

16.1. The Network may not be used in connection with criminal or civil violations of state, federal or international laws, regulations, or other government requirements.

Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

16.2. The Network may not be used in connection with attempts—whether or not successful—to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

16.3. Client is responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates this Agreement. Examples include improperly securing a mail server so that it may be used by others to distribute spam and improperly securing an FTP server so that it may be used by others to illegally distribute licensed software. Client is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

16.4. The Network may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

16.5. The Network may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials.

16.6. Spam is an unacceptable use of the Network. Spam includes any of the following activities: posting a single message or messages similar in content to more than five online forums or newsgroups; posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups; sending email that may be considered to be harassing; sending email with forged packet header information; collecting responses from unsolicited email sending any unsolicited email that could be expected, in Firespring's discretion, to provoke complaints, sending email with charity requests, petitions for signatures or any chain mail related materials, sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email, sending email that does not accurately identify the sender, the sender's return address and the email address of origin, using the Network to violate internet Service Provider's acceptable use policy and/or terms of service, sending email after the user has asked to be removed from the mailing list.

16.7. Firespring will allow clients to run their own security scans, penetration tests, and compliance tests, as long as the following criteria are met:

- Disclosure—clients must provide dates for when the tests will be run before the tests are run.

- No load testing of any kind— - testing must not disrupt service for any other Firespring clients.
- Client must remove test data— - it is the Client's responsibility to clean up or remove any test data generated by their testing.

Failure to meet the above criteria will result in tests being shut down and/or blocked. Firespring will shut down and/or block tests that are causing unpredictable errors or poor performance as well as inhibiting the ability to properly monitor our services. Client agrees to share scan results with Firespring and are required to report any detected security issues to Firespring. However, no immediate action may be taken by Firespring or Client on detected issues until all security issues are evaluated by Firespring and prioritized accordingly.

16.8. Client is required to notify Firespring within 48 hours if their organization is experiencing a cybersecurity event. Failure to notify Firespring may result in financial penalties if the cybersecurity event causes harm to Firespring SaaS. Client is responsible for financial costs to mitigate any harm to their organization resulting from a cybersecurity event.

16.9. Client is required to notify Firespring if they are using or plan to use a third-party web traffic security application or any other third-party web scanning software for their Firespring hosted website. Failure to do so may result in unexpected downtime, for which Firespring is not liable.

16.10. A violation of this Agreement by any party with indirect access to the Firespring Network (through the Client or other user) will be considered a violation by the Client or other user. This is a violation regardless of whether or not the Client or other user had knowledge or provided consent. For example: The Client is responsible for the actions of their employees and customers, to whom they provide services operating on the Firespring Network. Firespring will address and attempt to resolve complaints about actions happening within a Client's system.

16.11. This Agreement applies to any email or content transmitted by Client or on Client's behalf. This includes using a Firespring account as a mailbox for responses, promoting content hosted or transmitted using Firespring facilities, or indicating in any way that Firespring was involved in the transmission of such email or content.

16.12. Violations of this Agreement may result in a demand for immediate removal of offending material; immediate, temporary, or permanent filtering; blocked access, suspension, or termination of Service; or other action appropriate to the violation, as determined by Firespring in its sole discretion. When feasible, it is Firespring, Inc.'s, preference to give notice so that violations may be addressed voluntarily; however, Firespring reserves the right to act without notice when necessary, as determined by Firespring in its sole discretion. Firespring may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also

be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Agreement.

16.13. Client Custom Code and Embedded Content

(a) Client's Responsibility. Firespring may permit the Client to insert or embed custom code (including, but not limited to, scripts, widgets, iframes, or third-party integrations, and any code that interacts with or impacts the Firespring SaaS) on the Client's website. The Client is solely responsible for reviewing, testing, and verifying the security, functionality, and compatibility of any custom code or embedded content it implements.

(b) No Warranty by Firespring. Firespring makes no representations or warranties, express or implied, regarding any custom code or embedded content the Client chooses to use. Firespring does not warrant that Client's custom code will function without interruption or error, and Firespring shall have no responsibility for any losses, damages, or liabilities arising out of or related to such custom code or embedded content.

(c) Indemnification. The Client agrees to defend, indemnify, and hold harmless Firespring, its affiliates, directors, officers, employees, and agents from and against all third-party claims, demands, damages, costs, or liabilities (including reasonable attorneys' fees) arising out of or in any way connected with (i) the Client's use or implementation of custom code or embedded content; (ii) any violation of intellectual property rights, privacy laws, or other third-party rights caused by the Client's custom code; or (iii) any data breaches, security vulnerabilities, or performance issues introduced by or resulting from the Client's custom code.

(d) Removal or Suspension of Custom Code. Firespring reserves the right, at its sole discretion and without prior notice, to remove, disable, or suspend any custom code or embedded content if Firespring believes the code (i) infringes any third-party rights, (ii) violates any applicable law or regulation, (iii) compromises or threatens the security or operation of Firespring SaaS, or (iv) otherwise poses a risk to Firespring, its Clients, or other users of the platform. The Client agrees that Firespring will not be liable for any damages or losses resulting from such removal or suspension.

(e) Compatibility and Support. Firespring may, at its sole discretion, offer limited support or guidance regarding custom code. However, the Client acknowledges that it is ultimately responsible for ensuring its custom code is compatible with Firespring SaaS and that Firespring is under no obligation to troubleshoot, debug, or maintain any custom code.

(f) Compliance with Acceptable Use. All custom code and embedded content must comply with this Agreement (including Section 16—Acceptable Use) and all other applicable policies referenced herein.

17. RESTRICTIONS ON MASTER USER. Client and Master User understand that Firespring SaaS and Customer Data may be subject to United States export controls and restrictions and/or the trade laws and trade restrictions of other countries. Client and Master User agree to abide by all applicable local, state, national, and foreign laws as well as treaties and regulations, which may be applicable to its use of Firespring SaaS and to any Customer Data. Master User will fully comply with any export restrictions, which may be applicable to Firespring SaaS and Master User's use of Firespring SaaS.

18. CONFIDENTIALITY. Firespring, Client, and Master User shall regard and preserve as confidential the terms of this Agreement. In addition, each party (such party, the "Recipient") always agrees that during the term of this Agreement, and thereafter, it shall not commercialize or disclose Confidential Information (as defined below) of the other party (such party, the "Discloser") to any person or entity, except to its own employees, contractors, officers, directors, affiliates, agents, and representatives (collectively, the "Representatives") having a need to know. Each party agrees to advise its respective Representatives of their obligations of confidentiality hereunder and require the same to keep such information confidential. Recipient shall use at least the same degree of care in safeguarding Discloser's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall Recipient use less than reasonable care.

For purposes of this Agreement, "Confidential Information" shall mean all information and documents, including but not limited to, information consisting of or relating to Discloser's technology, trade secrets, know-how, business operations, processes, methodologies, plans, strategies, customers, and pricing, that Discloser discloses to Recipient and either notifies the Recipient should be considered as confidential or which a reasonable person would consider confidential based on the circumstances of the disclosure, industry practice, or the fundamental nature of the information or document. With respect to Client and Master User, Confidential Information shall include, but not be limited to, all Customer Data. With respect to Firespring Confidential Information shall include, but not be limited to (i) the Firespring SaaS and any and all software code, technology, testing reports, product designs and specifications, documentation, and information, including, without limitation, benchmarking information owned by or licensed to Firespring, which may be provided by Firespring to Master User in connection with the Services; (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Firespring during its performance of providing the Services to Customer under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark, and other intellectual property rights in and to the property described in Subsections (i) and (ii) above. Client and Master User have no right, license, or authorization with respect to any of the SaaS Services or Firespring Property except as expressly set forth in this Agreement. Notwithstanding the foregoing, Master User shall have the right to create, reproduce, print, copy, or export reports

from the Firespring SaaS and all such reports created by Client and Master User utilizing the Firespring SaaS will be the sole and exclusive property of Client.

Confidential Information does not include information that (i) becomes generally available to the public other than as a result of disclosure by the Recipient or anyone to whom the Recipient transmits the information; (ii) was known by the Recipient on a non-confidential basis prior to its disclosure to the Recipient by the Discloser; (iii) is independently developed by the Recipient without reference to or use of any Confidential Information; or (iv) becomes available to the Recipient on a non-confidential basis from a source other than the Discloser, which source is not bound by a confidentiality agreement with the Discloser.

Notwithstanding anything in this Agreement to the contrary, the Recipient may disclose Confidential Information of the Discloser pursuant to the requirement or request of a governmental agency or a subpoena, order, or other legal process or requirement of law, or in defense of any claims asserted against it, so long as it shall (i) first notify the Discloser of such request, requirement, or proposal for use in defense so that the Discloser may seek an appropriate protective order or other assurance of confidential treatment for the Confidential Information being sought to be disclosed; (ii) furnish only such portion of the Confidential Information as the Recipient has been advised by the opinion of legal counsel that it is legally required to disclose; and (iii) cooperate with the Discloser in any efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the portion of the Confidential Information that is required to be disclosed. Each party agrees that in addition to any legal relief to which it may be entitled in the event of the other party's violation of this Section, it shall also be entitled to seek equitable relief, including such injunctive relief as may be necessary to protect its interest.

19. VIOLATION OF COPYRIGHT, TRADEMARK OR TRADE SECRETS. Client and Master User may not use the Services in violation of the copyrights, trademarks, trade secrets of Firespring or third parties, nor shall they utilize the Services to publish such materials in a manner that would expose them to public view in violation of the law. The provisions of the Digital Millennium Copyright Act of 1988 ("DMCA") (as required under 17 U.S.C. 512) and all other applicable international trademark, copyright, or other intellectual property laws will apply to issues presented by allegations of copyright violations by third parties. Firespring will, in appropriate circumstances, terminate the accounts of repeat violators. If a third party is in contact with Client and Master User and asserts that that Client and or Master User is violating its intellectual property rights through the Firespring SaaS, Client and Master User shall notify Firespring and then inform the third party that it should notify Firespring by email at copyrightagent@firespring.com (see all details at Firespring DMCA Copyright Policy).

20. LIMITED WARRANTIES AND REPRESENTATIONS; DISCLAIMER

20.1. Firespring warrants that Firespring SaaS shall perform substantially in accordance with the descriptions of the product as described in Firespring printed materials or appearing on the internet on a Firespring-owned website. If the Client terminates this Agreement within the first 365 days as per the provisions outlined in Section 7, then the entire and exclusive remedy for breach of this Limited Warranty, other than the online accessibility of the service which is outlined in Section 13, shall be that the Client may request in writing, a refund of Firespring SaaS product recurring service fees paid by Client. No refunds of recurring service fees will be granted after 365 days. Any costs for custom services, including custom website design and development, are non-refundable.

20.2. EXCEPT AS SET FORTH IN SECTION 13 AND IN THIS SECTION 20, THERE ARE NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY. This limitation may not apply to Master User in some states and jurisdictions, which do not permit limitations on liability.

20.3. The aforesaid warranties and disclaimer shall survive acceptance and payment.

21. INDEMNITY; LIMITATION OF DAMAGES

21.1. Indemnity by Firespring. In the event that anyone commences an action challenging Firespring's right to distribute the Firespring SaaS, and provided that Firespring receives timely notice and an opportunity to defend, Firespring shall indemnify Master User and hold it harmless from and against all damages, losses, expenses, and attorney's fees arising out of such infringement or other action. After timely written notice from Master User, Firespring shall, at its sole expense, defend any such actions.

21.2. Indemnity by Client and Master User. Client and Master User shall indemnify, defend, and hold Firespring, its affiliates, directors, officers, and employees harmless from and against any claim, liability, damage, cost, expense (including actual attorney's fees), award, fine, or judgment arising from or out of Master User's operation, conduct, and responsibility for its use of the Firespring SaaS, and for any and all claims of infringement of any proprietary rights by any graphic, picture, text, audio, video, software, other data, or information provided by Master Users. Client further agrees to indemnify, defend, and hold Firespring harmless from and against any claim, liability, or damage arising out of or related to Client's reliance on, or use of, any output generated by AI Services, including but not limited to erroneous business decisions or communications made based on such output.

21.3. Limitation of Damages. No party shall be entitled to receive from or be obligated to pay to the other any part of any award, claim, fine, or judgment which is deemed, declared, or characterized in its nature to be exemplary, punitive, or consequential damages.

22. ASSIGNMENT. This Agreement or any interest hereunder shall not be assigned or transferred by either party without the prior written consent of the other party and subject to such reasonable terms and conditions that the consenting party may impose. Either party may, without the consent of the other, but with the proper notice, transfer this Agreement in whole or part to any entity into which or with which it may be merged or consolidated, or to any entity which acquires all or substantially all of the assets of the party, or to the party's parent, subsidiary, or affiliated entity.

23. SALES TAX. Charges for the use of the Firespring Saas and the development and maintenance of internet websites by Firespring under this Master Agreement are exempt from sales tax in the state of Nebraska. Master User acknowledges and agrees that the fees paid to Firespring do not include sales, use, or other taxes and that any taxes to Client User are the responsibility of and shall be paid by Client unless otherwise noted.

24. MISCELLANEOUS PROVISIONS

24.1. Severability. If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

24.2. Governing Law. This Agreement is executed and intended to be performed in the State of Nebraska and the laws of Nebraska shall govern its interpretation and effect.

24.3. Entire Agreement. This Agreement, along with an optional Schedule of Services agreement, contain the entire agreement of the parties and each party acknowledges there were not other oral agreements, representations, warranties, or statements of fact made prior to or at the time of the signing of this Agreement,

24.4. Waiver. Failure of either party to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or a waiver of any default of the other party.

24.5. Time of the Essence. Time is of the essence in this Agreement and in all provisions contained herein.

24.6. Attorneys Fees. In the event of any disputes between the parties arising out of this Agreement, the prevailing party shall be allowed actual attorney fees and costs incurred in any negotiation, litigation, or appeal.

24.7. Acknowledgment of Independent Advice. Each party acknowledges that it has read all of the provisions of the foregoing Agreement, understands them, has sought independent advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.

24.8. Venue and Personal Jurisdiction. In the event action is brought on this Agreement, it is agreed that venue of such action may lie in Lancaster County, Nebraska, and each party hereby consents to jurisdiction over their person by the District Court thereof.

24.9. Warranty of Authority. The Client warrants that they are authorized and have authority to execute this Agreement on behalf of the business entity.

25. SURVIVAL OF CERTAIN OBLIGATIONS. The obligations set forth in Sections 13 (Firespring Protection), 21 (Limited Warranties and Representations; Disclaimer), and 22 (Indemnity; Limitation of Damages) shall survive the termination of this Agreement.

26. UPDATES AND REVISIONS

26.1 Right to Modify. Firespring may revise, update, or modify this Agreement (including any attachments, exhibits, or schedules) at any time in its sole discretion. No additional signatures or written acceptance by Client shall be required for such changes to be effective.

26.2 Notice of Changes. Firespring will indicate the “Last Updated” date of this Agreement at the top of the document and will provide reasonable notice of any material changes to this Agreement. Notice may be provided via email to the address Client has provided, by posting a prominent notice on Firespring’s website or within the Firespring SaaS application, or by other commercially reasonable means.

26.3 Effective Date; Continued Use as Acceptance. Any changes or modifications will be effective on the date indicated as “Last Updated” (or on such later effective date as may be specified in the notice). Client’s continued access to or use of the Firespring SaaS after the effective date of any changes constitutes Client’s acceptance of and agreement to be bound by the revised terms.

26.4 Client’s Sole Remedy. If Client disagrees with any modifications, Client’s sole and exclusive remedy is to terminate the Agreement and cease using the Firespring SaaS.

26.5 Entire Agreement. This Agreement, as amended from time to time, supersedes and replaces any prior or contemporaneous agreements, understandings, or representations, written or oral, regarding the subject matter hereof.

27. AI SERVICES

27.1 AI Functionality. The Firespring SaaS includes features powered by artificial intelligence ("AI Services") that utilize third-party data processors. These features allow Clients to interact with the SaaS product using natural language processing.

27.2 Probabilistic Nature and Human Verification. Client acknowledges that AI Services generate responses based on probabilistic models and may produce "AI Output" that is inaccurate, incomplete, misleading, or offensive. Client understands that AI Output does not constitute professional advice and agrees that all AI Output must be reviewed and verified by a human prior to use, distribution, or reliance.

27.3 Disclaimer of Liability for Business Decisions. Firespring disclaims all liability for any business decisions, donor communications, or operational actions taken by Client based on AI Output. Firespring is not responsible for errors in sentiment analysis, data summarization, or strategic insights generated by AI Services.

27.4 Data Privacy and Model Training. Firespring warrants that Customer Data processed by AI Services is not used to train, retrain, or improve the public foundation models of its third-party processors. Firespring maintains a strict policy against the use of Customer Data for public model training and does not offer an option for Client to opt-in to such training.

28. NOTICE. All notifications, requests, demands, and other communications required or permitted under this Agreement ("Notices") will be sent to Master User electronically via the email address provided upon sign-up with Firespring. All Notices required hereunder to be communicated from Master User to Firespring shall be emailed to operations@firespring.com or sent in writing to the following address:

Firespring
Attn: OPERATIONS TEAM
1201 Infinity Court
Lincoln, NE 68512 U.S.A.

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