

General Terms of Use: UpandUp Space, LLC.

The following is a detailed “Terms of Use” agreement document. It provides “You,” or “the User,” with important information regarding what you have agreed to in terms of our services, as well as what legal rights you have while using “UPandUp Space, LLC, (“Up and Up Space,” “Us,” “Our.”) We are so thrilled to have you on board! But first we ask you to please take a few minutes and review the below carefully. If you do not agree with the terms of this agreement, you are not permitted to access or use our Services.

By using Up and Up Space, you are agreeing to the following terms outlined below:

- Privacy Policy
- Copyright Infringement Policy
- Product Specific Terms

If you are representing an organization or company and agreeing to the following Services, you are thereby a representative of your company or organization as a whole and thus agreeing to our “Terms of Use” as a whole. In short, this “Terms of Use” is an agreement between the “User,” or “Customer,” and of UpandUp Space, LLC.

1. Creating a “User Account:” First, be sure you are (18) eighteen years or older when creating a “User Account” on Up and Up Space.
 - 1.1 If you meet the previous age requirement, in order to ensure your account is safe and secure, you must “Sign-up” or “Register Now,” to create an “Account.” Then select a private and confidential login and password credentials. Be aware that different parts of the Services might require different “Accounts.” Also, you are solely responsible for any and all of the activity on your “User Account,” which is why you must be sure to make your account credentials confidential and secure at all times. Anyone who you share your “User Account” credentials with, and anyone who logs-in to your “User Account,” is and will be held responsible for any content or “User Account” activity therein.
 - 1.2 As Up and Up Space is a company in The United States in which we host our “Users” from The United States, all of the laws applicable to the United States formed the rules and regulations of our agreement. If you are accessing your “User Account” from outside of the United States, you are agreeing that the laws of the United States form as the jurisdiction of your “Account” and the content therein, and not where you might be outside of the United States and the different laws and regulations that might apply to your location at the time of the activity within your “User Account.”

- 1.3 At Up and Up Space, the “User Content” you use – such as: photos, videos, text, audio, logos, stickers, and any other contents you put on your website, will remain as your own and your possession, aside from the rights we must take in order to assist in the protection, promotion, design, enhancement, or improvement of your website at all times. This is in reference to your “User Content,” which is the content and materials you send to UpandUp Space that we will use to build your website and publish it online.
- 1.4 By you “Registering Now,” or signing up and “Creating” your “User Account,” and then providing your content within our Services, you are agreeing and granting UpandUp Space, including our third party hosting providers, which are acting on your behalf, a full, irrevocable, non-exclusive, royalty-free, sublicensable, and transferrable rights to reproduce, upload, import, store, publish, display, host, change, redesign, create redesigns to modify preexisting content, for the limited objectives of promoting, providing, improving, and protecting the Services. Under applicable data protection laws, this section does not take away any inherent rights you already have by such laws.
- 1.5 As a “User,” you also “Agree” that the designs of your website, which UpandUp Space creates using the content you will submit to Us and our third party template based provider will form the basis of your website, which will then be built and, all rights of your website forfeited to Up and Up Space under our applicable “Copyright Policy.” You can purchase the ownership of Our design or website from Up and Up Space, by sending an email to sales@upandupspace.com. By doing so, you will, after the time of your purchase, receive instructions on how to take Our website and either move it to another hosting platform or store offline.
- 1.6 By being a “User” you grant us a royalty-free, global, nonexclusive right and license to, at some point, use any version of your website, including and without limitation of trademarks, logos, of your Sites for the sole intention of UpandUp Space marketing, advertising, and promotional activities including but not limited to social media posts, stories, blogs, ad campaigns, and/or website template examples on Up and Up Space itself.

As a “User,” you waive any claims against us about any rights pertaining to our morals, artistic rights, or similar world-wide rights, to any Sites or names, trademarks, logos, service marks, on your Sites and any rights of inspection or approval of Our use. You can opt out of being featured by sending an email to Support@UpandUpSpace.com. This section does not forbid you of any inherent rights you have under Data Protection Law.

2. Appropriate Content for “User’s” websites: You are responsible for all content you publish on Up and Up Space, and you authorize to Us that it is all okay to be used. Please review our rules below to ensure you do not do anything that is illegal with the Service. Also, it’s important to remember that everything you publish on your website is viewable publicly and must be understood at all times.
 - 2.1 You recognize and are aware that you are the principal owner of your “User Content,” and that you have pertinent rights to use, show, share, transform, transfer, and license your materials using our service. If we, by designing your website, use your materials, as written in this agreement, you understand that that action will not go against a third party’s rights, which includes: their copyrights, trademarks, privacy rights, contract rights, trade secrets, or any other intellectual property they might own.
 - 2.2 You allow and are aware that your use of your services is in accordance with applicable regulations, laws, and sanctions.
 - 2.3 We are not responsible for what you share on social media or in the world wide web via our services.
 - 2.4 You are aware that you have accepted, complied with and read carefully our “Privacy Policy Agreement.”
 - 2.5 It is not our legal responsibility to respond for any compliance or legal advice that your “End Users” might need. Your websites have its own clients, customers, and you understand that you are solely responsible to provide any service, product, or legal support to your clients.
 - 2.6 HIPAA Enabled Accounts – you are not permitted to use the services in any way that does not protect or handle regulations applicable such as HIPAA.
3. The Terms of Use establishes the complete agreement between you and “Up and Up Space” relating to your use of and accessing to the Up and Up Space Websites. By agreeing, you will be governed by Texas law and U.S. federal law shall govern any action related to the Terms and your use of the Online Mediums and Content, without regard to the choice of law rules. In any conflict between you and Up and Up Space, you accept to submit to personal and exclusive jurisdiction of the courts located in Bexar County, Texas, United States. In the event of any violations of the Terms, Up and Up Space reserves the right to

disable your access to the Online Mediums and Content and seek all remedies available by law and in equity.

4. All third-party providers, such as any website builder or any plug-ins, are subject to the terms and conditions of the third-party provider. If you connect another service to Up and Up Space, including a new link to a different website outside of your Up and Up Space website, or if you work with someone you find within the Up and Up Space community – what happens between you and this third party and the content on said third party websites is not our responsibility. All content found in links to external websites not hosted by Up and Up Space are defined as third-party websites and third-party content. These links connected to third-party websites are not monitored, investigated, or vetted for accuracy, legality, appropriateness, or completeness by us. This includes all third-party content that takes the form of photos, articles, graphics, text, videos, sounds, designs, information, blogs, and other items or content belonging to or originating from third parties. It is your absolute responsibility to understand the content and information before visiting a third-party website. Therefore, Up and Up Space is not liable for the goods or services provided by your third-party. When utilizing said third-party provider, you are taking the risk upon yourself when using the services which the third-party offers. With that said, it is important you review the specific third party's terms and conditions, with the addition of their data gathering and privacy policies from which any website you navigate.
5. Prohibited Person (Countries, Entities, And Individuals) – The Services are subject to export control and economic regulations and laws administered or enforced by the U.S. Department of Commerce, Department of Treasury's Office of Foreign Assets control ("OFAC") Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or reexport, or permit the export or reexport, of technical data or software that is in violation of the U.S. Trade Laws. Additionally, by your use of the Services, you are stating, representing and warranting that you are not (a) an individual, organization, or entity organized or located in a territory or country that is the target of OFAC sanctions (including Cuba, Iran, Syria, North Korea, or the Crimea region of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, Up and Up Space also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for

any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

6. In terms of your Account Security and Up and Up Space Systems, regardless of the method of installation, it is your sole responsibility to provide a safeguard that all programs/scripts installed within and under your account are secure and permissions of directories are set properly. When at all possible, on most directories set permissions to 755 or as restrictive as possible. All actions taken under a user's account is the user's entire responsibility; the compromising of user's username and password credentials included. By using the Services, you are required at all times to have a password that is secure. Occasional checks and audits may occur to ensure weak passwords are not being used. In the case that it is discovered that a weak password is being used, you will be notified and provided time to change and replace your existing password with that of a more secure one before suspending your account.

6.1. The Services, and all related equipment included in The Services, such as network devices, networks are provided solely for the use of customers. Up and Up Space may, at any time, without obligation, survey our systems, including without limit, to ensure that use is authorized, to facilitate the protection against unauthorized access, and to confirm all security procedures, survivability and operational security. During the process of monitoring, all information may be recorded, copied, examined, and used for authorized purposes. By agreeing to use the Services, you agree and consent to monitoring for these purposes stated.

6.2. Your account is subject to suspension if an account is connected to a third party system or network without the authorization from that of the third party. Written consent of the third party is required when granting access to networks or systems outside of your direct control. At any time, Up and Up Space may request written consent or some form of documentation to prove and support that your access to a third party system or network is fully authorized.

6.3. The termination of any account, and/or the suspension of any services, can occur if we receive an abuse report. If malicious content is not removed from your account after Up and Up Space notifies you of an issue, Up and Up Space reserves the right to leave access to services disabled.

6.4. In order to comply with applicable data center policies, local law or for technical or other reasons, without notice, Up and Up Space reserves the right to migrate your account from one data center to another.

7. HIPAA Disclaimer: Up and Up Space is not “HIPAA compliant.” As a user, you are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as the information pertaining to children or medical or health information. Up and Up Space does not monitor or control the information or data you transmit through, or store on, the Services. We specifically disclaim any warranty or representation that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act (“HIPAA”). Customers who require secure storage of “protected health information” as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to “protected health information” is a material violation of this Agreement, and grounds for the immediate termination of your account. We do not sign “Business Associate Agreements” and you agree that Up and Up Space is not a Business Associate or agent or subcontractor of yours pursuant to HIPAA. If you need further information or have additional questions about the security of your data, you should contact contact@upandupspace.com.

8. You agree to cooperate fully with Up and Up Space in connection with Up and Up Space’s provision of the Services. It is solely your responsibility to provide any equipment, content or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Up and Up Space is not responsible for any delays due to your failure to timely perform your obligations. These obligations include, choosing and sending your title page choices to mkarpienskiwebdesign@gmail.com, as well as submitting a Google Form via the link provided by a web designer from Up and Up Space.
 - 8.1. You are fully responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by Up and Up Space to provide the Services, which may be changed by Up and Up Space from time to time in our sole discretion.
 - 8.2. Backing-up User Content is your sole responsibility, including but not limited to, any User Websites. Up and Up Space does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content. However, if in any case Up and Up Space has your website stored in our back-up archive, you can email Support@UpandUpSpace.com requesting your website. Up and Up Space reserves the right to request a fee for the restoring of your website onto your User Account.

9. Billing and Payment Information: It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

9.1. Autorenewal. Unless otherwise provided, you agree that until and unless you notify Up and Up Space of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.

9.2. Taxes. Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to Up and Up Space's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

9.3. Late Payment. All invoice must be paid within seven (7) days of the invoice due date. Any invoice that is outstanding for more than seven (7) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Up and Up Space, including without limitation, any arbitration and legal fees, and reasonable attorney's fees. Up and Up Space will not activate new orders or active new packages for customers who have an outstanding balance on their account.

9.4. Domain Payments. It is solely your responsibility to notify Up and Up Space's Billing department via a support ticket created from <https://www.UpandUpSpace.com/clientarea.php> after purchasing a domain. Domain renewal notices may be provided as a courtesy reminder and Up and Up Space is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed thirty (30) days before the renew date.

9.5. Fraud. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. Up and Up Space may report any such misuse or fraudulent use, as determined in Up and Up Space's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

9.6. Invoice Disputes. You have ninety (90) days to dispute any charge or payment processed by Up and Up Space. If you have any questions concerning a charge

on your account, you may reach out to our billing department at Billing@UpandUpSpace.com for assistance.

9.7. Money Back Guarantee. Up and Up Space offers a thirty (30) day money-back guarantee for Up and Up Space's hosting services only. Subject to the terms described in Section 13 below, if you are not completely satisfied with these hosting services and you terminate your account within thirty (30) days of signing up for the Services, you will be given a refund of the amount paid for hosting minus a \$7.95 setup fee for Shared/Reseller. This money-back guarantee only applies to fees paid for hosting services and does not apply to administrative fees, install fees for custom software or other setup fees, or to any fees for any other additional services.

9.8. Cancellation and Refunds. No refunds will be provided if you use any of the following methods of payment: bank wire transfers, Western Union payments, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

9.9. Money Back Guarantee. If an account with a thirty (30) day money-back guarantee is purchased and then cancelled within the first thirty (30) days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the Up and Up Space Support Team (the "Refund Request") within thirty (30) days of such termination or cancellation ("Notice Period"), receive a full refund of all basic hosting fees previously paid by you to Up and Up Space for the initial term ("Money-Back Guarantee Refund"); provided that such Money-Back Guarantee Refund shall be due to you only upon your compliance with, and subject in all respects to the terms and conditions of, this Section 13. Requests for these refunds must be made in writing to the Up and Up Space Support Team. Refunds will only be issued for basic hosting services and will not include administrative fees, install fees for custom software or other setup fees, nor will they include any fees for any other additional services. Money Back Guarantee Refunds will not accrue, and shall not be paid under any circumstances, if you do not provide the application Refund Request within the Notice Period.

9.10. Refund Eligibility. Only first-time accounts are eligible for a refund. For example, if you've had an account with Up and Up Space before, cancelled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.

9.11. Non-refundable Products and Services. There are no refunds on domain names, dedicated servers, administrative fees, license fees, and install fees for custom software.

9.12. Cancellation Process. You may terminate or cancel the Services by giving Up and Up Space written notice via the cancellation form provided. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) Up and Up Space may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement. Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received." Up and Up Space will confirm your request and process your cancellation shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation form, please contact us immediately. We require all cancellations to be done through the online form in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed. Cancellations for shared accounts will be effective on the account's renewal date.

9.13. Domains. Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify Up and Up Space's Billing department via a support ticket created from <http://www.UpandUpSpace.com/clientarea.php> to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

9.14. Foreign Currencies. Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and Up and Up Space is not responsible for any change in exchange rates between the time of payment and the time of refund.

9.15. Termination: Up and Up Space may terminate your access to the Services, in whole or in part, without notice in the event that: you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm Up and Up Space or others or cause Up and Up Space or others to incur liability, as determined by Up and Up Space in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, Up

and Up Space shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, Up and Up Space may charge you for all fees due for the Services for the remaining portion of the then current term. UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

9.16. CPU, Bandwidth, and Disk Usage.

Permitted CPU Usage - all use of hosting space provided by Up and Up Space is subject to the terms of this Agreement and the Acceptable Use Policy. Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. Up and Up Space expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. Up and Up Space may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of Up and Up Space's terms and conditions.

9.17. VPS Managed Services. Please note that manually installing modules and bypassing WHM/cPanel could render your management with us void.

9.18. Uptime Guarantee. If your shared server has a physical downtime that falls short of the 99.9% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of Up and Up Space and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please visit <https://www.UpandUpSpace.com/clientarea.php> to create a support ticket to our Billing department with justification. Uptime guarantees only apply to shared and reseller solutions.

9.19. Price Change. Up and Up Space reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by Up and Up Space through the user billing tool or through other methods of communication, including notices sent or posted by Up and Up Space.

9.20. Coupons. Discount and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

10. Limitation of Liability. In NO EVENT WILL Up and Up Space, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF Up and Up Space IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED THEREIN, Up and Up Space'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Up and Up Space FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGREEMENT LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

10.1. Indemnification. You agree to indemnify, defend and hold harmless Up and Up Space, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

10.2. Arbitration. By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by Up and Up Space and will be held at the

AAA location chosen by Up and Up Space in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Up and Up Space will pay as much of your filing, administrative, and the arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and Up and Up Space alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party of the arbitration. If you initiate litigation or any other proceeding against Up and Up Space in violation of this paragraph, you agree to pay Up and Up Space's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

10.3. Independent Contractor. Up and Up Space and User are independent contractors and nothing contained in this Agreement places Up and Up Space and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

10.4. Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.5. Disclaimer. Up and Up Space shall not be responsible for any damages your business may suffer. Up and Up Space makes no warranties of any kind, expressed or implied for the Services. Up and Up Space disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by Up and Up Space or our employees.

10.6. Backups and Data Loss. Your use of the Services is at your sole risk. Up and Up Space's backup service runs once a night and overwrites any of our previous

backups. Up and Up Space is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Up and Up Space's servers.

10.7. Limited Warranty. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED IN AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, Up and Up Space AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. Up and Up Space AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONSISTENCY OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. Up and Up Space AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

10.8. Disclosure of Law Enforcement. Up and Up Space may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

10.9. Entire Agreement. This agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

10.10. Headings. The headings herein are for convenience only and are not part of this Agreement.

10.11. Changes to the Agreement or the Services. Up and Up Space may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the Up and Up Space website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become

effective when posted unless otherwise provided. You agree to any modifications to this Agreement by continuing to use the Services after the effective date of any such modification. Up and Up Space reserves the right to modify, change, or discontinue any aspect of the Services at any time.

10.12. Severability. If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

10.13. Waiver. No failure or delay by you or Up and Up Space to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

10.14. Assignment; Successors. You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of Up and Up Space. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. Up and Up Space may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.15. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortage or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

10.16. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set

forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

Last updated: August 6, 2021