

EXHIBIT A

SERVCorp SNAPSITE PROGRAM

ADDENDUM TO SALES TERMS AND CONDITIONS

This ServCorp Snapsite Program Addendum to Sales Terms and Conditions (this “Addendum”) supplements the ServCorp Sales Terms and Conditions for ServCorp Customers utilizing the ServCorp Snapsite Program.

1. **Definitions.** Capitalized terms not otherwise defined in this section are defined in the ServCorp Sales Terms and Conditions to which this Exhibit A is attached. Definitions applicable to this Addendum are as follows:

a. **“Customer”** means a ServCorp resale Customer who has executed a ServCorp Sales Terms and Conditions, including this Addendum, related to its use of the Snapsites Program.

b. **“Platform Provider”** means third-party technology providers, which may include Website Pipeline, Inc. d/b/a CIMcloud (“CIMcloud”) or its affiliates, successors, vendors, or service providers, that host, operate, support, or enable, in whole or in part, Snapsite.

c. **“Platform Provider Agreements”** means any Agreement between ServCorp and a Platform Provider, including but not limited to the client agreement, the current version of which is published at <https://www.cimcloud.com/ca> (the “CIMcloud Client Agreement”), between ServCorp and Platform Provider CIMcloud. ServCorp and Platform Providers may amend Platform Provider Agreements at any time, in their sole discretion. By executing this Addendum, Customer acknowledges and agrees that (i) Customer has reviewed the CIMcloud Client Agreement, (ii) Customer is subject to the terms and conditions of the CIMcloud Client Agreement as they relate to Customer's use of any Snapsite, including all obligations that ServCorp bears under the CIMcloud Client Agreement to the extent applicable to Customer's use of any Snapsite, and (iii) Customer shall comply with such terms and conditions as if Customer were a direct party thereto. ServCorp shall provide Customer with copies of, or reasonable summaries of, the portions of any Platform Provider Agreement directly applicable to Customer's use of a Snapsite, provided that ServCorp may redact confidential, commercial, or proprietary terms not directly relevant to Customer's obligations.

d. **“Platform Provider Terms and Conditions”** means the published terms and conditions of use of any Platform Provider, including the CIMcloud Client Agreement. Platform Providers may amend their Platform Provider Terms and Conditions at any time, and in their sole discretion. All changes are effective immediately when posted, and continued use of any Snapsite following the posting of revised Platform Provider Agreements means that the customer accepts and agrees to the changes.

e. **“Retail End-User”** means any person or entity who purchases Product from Customer by utilizing a any Snapsite.

f. **“Snapsite”** means any ServCorp-provided or ServCorp-enabled prepopulated ecommerce site, storefront, customer portal, microsite, catalog site, or related online sales channel made available through ServCorp’s Snapsites Program.

g. **“Snapsites Program”** is an optional, value-added Snapsite enablement service offered by ServCorp but provided through Platform Providers. Snapsites Program is NOT a separately guaranteed hosting, software, marketplace, agency, or fulfillment platform operated independently by ServCorp.

2. **Description of Snapsites Program.** ServCorp, in its sole discretion, may make available to certain Customers a Snapsite containing certain ServCorp products, product information, pricing, ecommerce functionality, and related content. The Snapsite is intended to provide Customer with a value-added ecommerce tool through which Customer may market, promote, offer, or facilitate the sale of certain ServCorp-supplied products, subject to ServCorp’s approval, product availability, and applicable ServCorp Sales Terms and Conditions, with the benefit of ServCorp product order fulfillment support.

3. **Onboarding and Applicability of this Addendum.** This Addendum must be executed by Customer at the time ServCorp on-boards Customer into the Snapsites Program. Thereafter, the ServCorp Sales Term and Conditions, supplemented by this Addendum, shall be applicable to Customer’s use of any Snapsite and all Customer Retail End-User Product purchases made by way of any Snapsite.

4. **Availability, Hosting, and Service Levels.** ServCorp will use commercially reasonable efforts to make the applicable Snapsite available for Customer’s use, subject to the performance, availability, and limitations of the Platform Provider and any other applicable third-party systems, which may include payment processors, shipping carriers, tax calculation providers, internet service providers, ERP integrations, data synchronization tools, and related services. Any Snapsite uptime, hosting, support, or service-level remedy available to Customer shall be limited to the remedy, if any, actually made available to ServCorp by the Platform Provider and applicable to the specific Snapsite. Customer shall not be entitled to any refund, credit, offset, chargeback, damages, lost profits, lost revenue, business interruption damages, or other remedy from ServCorp due to a Snapsite downtime, degraded performance, integration delays, data synchronization delays, hosting interruptions, or third-party service interruptions, except to the extent expressly approved in writing by ServCorp.

5. **Fulfillment; Product Availability; Shipping.** ServCorp may provide fulfillment services for eligible Products ordered through a Snapsite, subject to Product availability, inventory availability, Customer account status, shipping carrier availability, supplier availability, warehouse capacity, applicable law, and ServCorp’s ordinary business processes. Any stated fulfillment timeline, shipping estimate, delivery estimate, inventory availability, lead time, or Product availability is only an estimate and is not guaranteed unless

expressly stated in writing by ServCorp. ServCorp reserves the right to accept, reject, cancel, modify, hold, allocate, or delay any order placed through a Snapsite, consistent with ServCorp's Sales Terms and Conditions and ordinary commercial practices.

6. **Pricing, Product Information, and Catalog Control.** ServCorp retains sole discretion over Product catalog inclusion, Product descriptions, images, specifications, pricing, and discounts, Product availability, Product substitutions, minimum order quantities, and related ecommerce configuration. ServCorp may add, remove, revise, replace, reprice, or discontinue any Product, Product content, catalog data, pricing, or any Snapsite functionality at any time without liability to Customer. Product information, images, descriptions, specifications, safety information, regulatory information, and related content may be provided by ServCorp, suppliers, manufacturers, vendors, or other third parties. Customer shall not alter, misrepresent, or misuse any such information without ServCorp's prior written approval.

7. **Ownership of Data, Content, and Intellectual Property.** As between ServCorp and Customer:

a. **ServCorp Data.**

i. ServCorp retains all right, title, and interest in and to ServCorp's systems, Product data, catalog structure, descriptions, and images supplied or licensed by ServCorp, Product pricing data or logic, discount logic, operational or inventory data, ERP data, fulfillment data, shipping data, order processing information, integration logic, ecommerce configuration, operational data, analytics, reporting, site templates, workflows, business processes, integrations, and any derivative data or insights generated from the operation of any Snapsite ("ServCorp Data"). Customer shall not copy, scrape, export, reverse engineer, reproduce, republish, distribute, sublicense, or commercially exploit ServCorp Data, except as expressly authorized by ServCorp, in writing. Upon termination or expiration of this Addendum, Customer shall promptly return or destroy all ServCorp Data in its possession or control and certify such return or destruction in writing upon ServCorp's request.

ii. Customer does not acquire any ownership interest in ServCorp Data or any software, code, configuration, templates, workflows, or technology provided by ServCorp or any applicable Platform Provider or third-party.

b. **Customer Data.**

i. Customer retains ownership of Customer's trademarks, trade names, logos, brand assets, and other content supplied by Customer for use on any Snapsite, provided Customer has the legal right to provide and use such content ("Customer Data").

ii. Customer grants ServCorp and any applicable Platform Provider a non-exclusive, worldwide, royalty-free license to use, display, reproduce, host, process, transmit, modify, and create derivative works from Customer Data solely as necessary to configure, operate, support, maintain, improve, market, or

administer the applicable Snapsite and related services. This license shall be irrevocable during the term and shall survive termination or expiration of this Addendum solely to the extent necessary for ServCorp to maintain records, comply with legal obligations, and complete any pending orders or transactions.

iii. ServCorp reserves the right to use Customer Data related to Customer's order, sales, and retail customer interaction data, including in aggregated or de-identified form, for cross-business-unit analytics, pricing discipline, Customer support, Product strategy, and operational improvement. This right shall survive termination or expiration of this Addendum.

8. **Customer Responsibilities.** Customer is responsible for:

a. Ensuring that any Customer Data and/or Customer-provided marketing claims, Product claims, customer communications, advertising, and website content are accurate, lawful, non-infringing, and not misleading.

b. Obtaining and maintaining any licenses, consents, approvals, privacy notices, customer permissions, tax registrations, resale certificates, regulatory approvals, or other authorizations required for Customer's use of any Snapsite.

c. Maintaining the confidentiality and security of any Retail End-User accounts, passwords, administrative access, customer access, or credentials provided to Customer.

d. Maintaining the confidentiality of any Platform Provider Agreement(s) or summaries of the same provided to Customer.

e. To the extent required by the applicable Platform Provider, complying with any applicable Platform Provider Agreement and/or Platform Provider Terms and Conditions related to Customer's use of any Snapsite.

f. Creating and enforcing its own Sales Terms and Conditions for its Retail End-Users, consistent with the ServCorp Sales Terms and Conditions, this Addendum, and any applicable Platform Provider Agreement and/or Platform Provider Terms and Conditions related to Customer's use of any Snapsite ("Customer Terms and Conditions"). Customer Terms and Conditions shall include, at a minimum, disclaimers and limitations of liability consistent with those set forth in this Addendum as they relate to ServCorp and the Snapsite.

g. Promptly notifying ServCorp of any suspected unauthorized access, data issue, incorrect content, order issue, customer complaint, regulatory concern, or misuse of the Snapsite.

h. Using a Sna^site only for lawful business purposes and in accordance with ServCorp's instructions, applicable law, and any applicable Platform Provider Terms and Conditions.

i. Not using a Sna^site to transmit unlawful, infringing, defamatory, deceptive, fraudulent, malicious, or harmful content.

j. Not representing the fact that ServCorp guarantees Customer's performance, Customer's downstream obligations, Customer's marketing claims, or Customer's relationship with its Retail End-Users.

9. **Retail End-User Data; Privacy; Use of Information.** Customer acknowledges that operation of the Sna^site may involve the collection, transmission, storage, processing, and use of order information, contact information, account information, shipping information, payment-related information, customer interaction data, site usage data, and related business data ("Retail End-User Data"). ServCorp may collect, access, process, retain, analyze, use, disclose, and share such Retail End-User Data as reasonably necessary to operate the Sna^site, process orders, fulfill Products, provide customer support, administer accounts, process payments, coordinate shipping, manage returns, maintain records, improve Products and services, protect against fraud or misuse, comply with law, support audits, resolve disputes, and manage business operations. Customer acknowledges that certain Retail End-User Data may be processed by the Platform Provider or other third-party providers involved in hosting, ecommerce functionality, payment processing, tax calculation, shipping, analytics, security, or support. Customer shall be responsible for any privacy notices, consents, disclosures, or customer communications required for Customer's use of the Sna^site, except to the extent ServCorp expressly assumes such responsibility in writing. To the extent required by applicable data protection or privacy law, the Parties shall negotiate in good faith and enter into a data processing addendum or similar agreement governing the processing of personal information within sixty (60) days of a Party's written request; provided that the terms of this Addendum shall govern data processing in the interim.

10. **Security; Backups; Data Loss.** ServCorp will use commercially reasonable efforts to maintain reasonable administrative, technical, and operational safeguards for Sna^site-related information within ServCorp's control. Customer acknowledges, however, that the Sna^site depends in part on third-party systems, networks, integrations, and providers. ServCorp does not guarantee that the Sna^site will be immune from unauthorized access, cyber incidents, malware, data loss, synchronization errors, data corruption, misconfiguration, or third-party failures. In the event of a security incident involving unauthorized access to personal information, the Parties shall cooperate and comply with applicable data breach notification laws. Customer is responsible for maintaining its own records and independent copies of any Customer-owned data, reports, content, customer lists, order records, or business records that Customer requires for its operations.

11. **Support.** ServCorp may provide reasonable support for Sna^site-related questions, access issues, order issues, fulfillment questions, and other matters as determined by ServCorp. Support is provided during ServCorp's normal business hours and ServCorp does

not guarantee any specific response time, resolution time, escalation time, or support availability unless ServCorp otherwise agrees in writing. Certain support requests may require involvement from the applicable Platform Provider or other third-party providers. ServCorp shall not be responsible for delays or limitations caused by third-party support availability, Platform Provider support processes, or third-party resolution timelines.

12. **Snapsite Modifications, Suspension, and Termination.** In its sole discretion, ServCorp may modify, suspend, disable, restrict, or terminate Customer's Snapsite or access to any Snapsite as follows:

a. Without notice to Customer, if: i) the applicable or required Platform Provider or third-party services are no longer available; or ii) in ServCorp's sole discretion, if x) Customer has materially violated this the terms of this Addendum, ServCorp's Sales Terms and Conditions, applicable law, or any applicable Platform Provider or third-party Agreement or Terms and Conditions; y) ServCorp's continued operation of the applicable Snapsite creates legal, financial, operational, security, reputational, or compliance risk for ServCorp; and/or z) Customer misuses ServCorp's content, Product information, pricing, data, systems, or trademarks.

b. If ServCorp determines, in its sole discretion, that Customer's ServCorp account is past due or is not in good standing and Customer fails to bring its account into good standing to ServCorp's reasonable satisfaction within five (5) days after written notice to Customer.

c. With fifteen (15) days written notice to Customer, if ServCorp determines, in its sole discretion, that: i) applicable or required Platform Provider or third-party services are no longer commercially reasonable for ServCorp; iii) the applicable Snapsite is no longer commercially practical, strategically aligned, or operationally supportable for ServCorp; or iv) ServCorp elects to modify or discontinue the Snapsites Program.

SERVCorp SHALL NOT BE LIABLE FOR ANY DAMAGES, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF CUSTOMERS, OR OTHER LOSSES ARISING FROM MODIFICATION, SUSPENSION, RESTRICTION, OR TERMINATION OF THE SNAPSITE PURSUANT TO THIS SECTION.

13. **Relationship of the Parties; No Agency, Partnership, or Franchise.** Customer is acting as an independent reseller during its use of any ServCorp Snapsite. Nothing in this Addendum creates any agency, employment, joint venture, partnership, fiduciary, franchise, business opportunity, marketplace, broker, distributor, or representative relationship between ServCorp and Customer. Customer shall not represent that it has authority to bind ServCorp, modify ServCorp's Sales Terms and Conditions or this Addendum, make warranties on ServCorp's behalf, or make commitments regarding ServCorp Products, pricing, fulfillment, service levels, or business practices.

14. **Third-Party Beneficiaries.** Except as expressly set forth herein, nothing in this Addendum is intended to confer any rights or remedies on any person or entity other than the Parties hereto. Notwithstanding the foregoing, Customer acknowledges and agrees that CIMcloud is an intended third-party beneficiary of this Addendum and of Customer's obligations hereunder, with the right to directly enforce the terms and conditions of the CIMcloud Client Agreement (as defined in Section 1(c)) against Customer as a third-party beneficiary, without requiring ServCorp's prior written consent and without limitation as to subject matter. To the extent applicable and required by any other Platform Provider Agreement, Customer acknowledges that applicable Platform Provider(s) are intended third-party beneficiaries to the applicable provisions of this Addendum solely for purposes of enforcing their intellectual property rights and platform usage restrictions with respect to the applicable platform, intellectual property, Platform Provider Agreement, and Platform Provider Terms and Conditions; provided that any such enforcement shall be coordinated through ServCorp and shall require ServCorp's prior written consent, except where such consent requirement is expressly prohibited by the applicable Platform Provider Agreement.

15. **Customer Acknowledgments.** Customer acknowledges and agrees that:

a. Snapsite is provided by ServCorp as a convenience and value-added service. Any Snapsite is not a guaranteed sales channel, marketing program, revenue program, agency relationship, franchise relationship, marketplace relationship, reseller platform, or independent software product.

b. Snapsites are hosted, operated, supported, or enabled in whole or in part through one or more third-party Platform Providers.

c. Customer's use of any Snapsite is subject to the applicable terms, limitations, service levels, maintenance windows, technical constraints, support processes, data handling practices, and remedies provided by the Platform Provider.

d. The Snapsite program is subject to Platform Provider Agreements and Terms and Conditions, availability, limitations, maintenance windows, support processes, security posture, and remedies. To the extent required by the applicable Platform Provider, Customer agrees to be subject to any applicable Platform Provider Agreement and/or Terms and Conditions provided to Customer and related to Snapsites, and that the Platform Provider may enforce such applicable Agreement and Terms and Conditions as permitted under its Platform Provider Agreement with ServCorp or its Terms and Conditions.

e. Customer is responsible for its own use of the site, the legality and accuracy of any content, claims, branding, marketing statements, product representations, customer communications, and downstream use of any Snapsite.

f. ServCorp shall not be responsible for providing any service level, uptime commitment, hosting warranty, technical support commitment, security commitment, backup commitment, recovery commitment, platform functionality, or remedy greater than or different from those made available to ServCorp by the Platform Provider for the applicable Snapsite.

g. Customer is responsible for its compliance with all state-specific privacy, consumer protection, ecommerce, sales tax, resale, or data security requirements.

16. **ServCorp Warranty Disclaimers.** ServCorp makes no representation, warranty, or guaranty that:

a. any SnapSite will generate traffic, leads, sales, revenue, profit, customer engagement, search engine ranking, conversion rates, or any other business result; or

b. any SnapSite will operate in an uninterrupted, error-free, secure, or continuously available manner. A SnapSite may be unavailable, delayed, limited, degraded, suspended, or modified due to scheduled maintenance, emergency maintenance, third-party outages, platform limitations, cyber incidents, data synchronization issues, payment processing issues, shipping carrier issues, internet disruptions, force majeure events, Product changes, configuration changes, security concerns, or other circumstances. ServCorp does not provide any hosting, uptime, response-time, recovery-time, or platform-performance commitment beyond what is actually provided by Platform Provider and applicable to the specific SnapSites environment.

APPLICABLE SNAPSITES AND ALL RELATED SERVICES ARE PROVIDED “AS IS,” “AS AVAILABLE” AND, AS A VALUE-ADDED SERVICE, WITHOUT ANY WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED IN A WRITTEN AGREEMENT SIGNED BY SERVCORP. SERVCORP DISCLAIMS AND CUSTOMER WAIVES ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE SNAPSITE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, COMPLETENESS, PERFORMANCE, RELIABILITY, ERROR-FREE OPERATION, BUSINESS RESULTS, SALES RESULTS, REVENUE RESULTS, SEARCH ENGINE PERFORMANCE, CUSTOMER CONVERSION, OR CONTINUOUS OPERATION.

17. **Limitation on ServCorp Liability.**

a. ServCorp shall not be liable for any Product order or shipping delay, shortage, backorder, discontinued Product, allocation issue, inventory discrepancy, carrier delay, carrier damage, lost shipment, supplier delay, customs delay, force majeure event, incorrect shipping information, payment issue, or other condition outside ServCorp’s commercially reasonable control.

b. ServCorp shall not be liable for any Customer Data or Retail End-User Data loss, corruption, unauthorized access, backup failure, recovery failure, or security incident except to the extent directly caused by ServCorp’s gross negligence or willful misconduct and only to the

extent liability is not otherwise limited by ServCorp's Sales Terms and Conditions or this Addendum.

c. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVCORP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SNAPSITE, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF GOODWILL, PLATFORM UNAVAILABILITY, OR THIRD-PARTY SERVICE FAILURES, EVEN IF SERVCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVCORP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SNAPSITE SHALL NOT EXCEED THE LESSER OF: (A) THE AMOUNT PAID BY CUSTOMER TO SERVCORP SPECIFICALLY FOR THE APPLICABLE SNAPSITE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER IS GREATER; OR (B) THE AMOUNT OF ANY CREDIT OR REMEDY ACTUALLY RECEIVED BY SERVCORP FROM THE APPLICABLE PLATFORM PROVIDER AND DIRECTLY ATTRIBUTABLE TO THE AFFECTED SNAPSITE. FOR AVOIDANCE OF DOUBT, AMOUNTS PAID FOR PRODUCTS PURCHASED FROM SERVCORP SHALL NOT BE CONSIDERED AMOUNTS PAID SPECIFICALLY FOR THE APPLICABLE SNAPSITE SERVICE UNLESS EXPRESSLY IDENTIFIED AS SNAPSITE SERVICE FEES IN WRITING.

18. **Indemnification.** Customer shall indemnify, defend, and hold harmless ServCorp, its affiliates, members, officers, directors, employees, agents, contractors, Platform Providers and other third-party service providers from and against any claims, damages, liabilities, losses, costs, expenses, fines, penalties, and reasonable attorneys' fees arising out of or related to: a) Customer's use or misuse of the Snapsite; b) Customer-provided content, trademarks, logos, claims, advertising, or customer communications; c) Customer's violation of applicable law, regulation, or third-party rights; d) Customer's breach of this Addendum, ServCorp's Sales Terms and Conditions, or any applicable Platform Provider Agreement or Platform Provider Terms and Conditions; e) Customer's relationship or dispute with its own customers, prospects, vendors, or third-parties; f) Customer's tax, privacy, consumer protection, advertising, data protection, or regulatory obligations; g) Customer failure to comply with all state-specific privacy, consumer protection, ecommerce, sales tax, resale, or data security requirements; h) unauthorized access caused by Customer's failure to safeguard credentials or Retail End-User or other user access; and/or i) any representation, warranty, promise, commitment, or statement made by Customer that exceeds or conflicts with ServCorp's approved terms. Customer shall not settle any claim subject to indemnification without ServCorp's prior written consent, and ServCorp shall have the right to participate in the defense of any such claim at its own expense with counsel of its choosing.

19. **Order of Precedence.** This Addendum supplements ServCorp's Sales Terms and Conditions. Unless expressly modified by this Addendum, all ServCorp Sales Terms and Conditions remain unchanged and fully enforceable. In the event of a conflict between this

Addendum and ServCorp's Sales Terms and Conditions, this Addendum shall control solely with respect to the Snapsite Program and Snapsite-related services. If there is a conflict between this Addendum and Customer's purchase order, website terms, customer terms, vendor terms, invoice notes, email communications, or other Customer-provided terms, this Addendum and ServCorp's Sales Terms and Conditions shall control unless ServCorp expressly agrees otherwise in writing. All other ServCorp Sales Terms and Conditions remain in full force and effect.

20. **Survival.** Sections 7 (Ownership of Data, Content, and Intellectual Property), 9 (Retail End-User Data), 16 (Warranty Disclaimers), 17 (Limitation on ServCorp Liability), 18 (Indemnification), and this Section 19 shall survive any termination or expiration of this Addendum.

By executing this SERVCORP SNAPSITE PROGRAM ADDENDUM TO SALES TERMS AND CONDITIONS, I acknowledge and certify that: (i) I have read and understand the foregoing Addendum; (ii) the individual executing this Addendum has the authority to do so on behalf of Customer; and (iii) I agree to the terms of the Addendum on my own behalf or on behalf of Customer.

CUSTOMER

Effective Date

By: _____

Title: _____