

Effective Date: 25 May 2024

cPanel & WHM® Pricing and Term Agreement

This cPanel & WHM Pricing and Term Agreement (Agreement) sets forth the pricing and term between WebPros International, LLC doing business as cPanel (cPanel) and the undersigned (“you” or “your”) for the items set out in this Agreement (“Software,” “Services,” depending on use; collectively “Products”).

Your use of the Products is expressly conditioned upon your agreement to and compliance with the terms and conditions of the cPanel/WHM End User License Agreement (EULA) and cPanel’s Technical Support Agreement (Tech Agreement), and the agreement underlying your relationship with cPanel, such as our “PartnerNOC Agreement.” The complete text of the EULA may be found at <http://www.cpanel.net/legal/noc.html> (or such other URL as cPanel may designate from time to time). The complete text of the Tech Agreement is set forth below and can be found at <http://www.cpanel.net/legal/noc.html> (or such other URL as cPanel may designate from time to time).

1. Term

This Agreement shall be effective when you click the “I Agree” button below (Effective Date). Depending on the type of item you select for purchase, your right to use the Services, or license the Software, shall continue (Term) for a month-to-month term, from the date the license is activated (Activation Date). cPanel may elect to provide or not provide, Services, licenses or license renewals in its sole discretion.

2. Available Products

Type	License Term Description
Monthly Cloud License for cPanel & WHM	<p>This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.</p> <p>This license is for a limited number of accounts based on the license package you select. Use of more accounts beyond that limit will require choosing another available license package or payment of a per account Fee (as that term is defined in your agreement with cPanel).</p>
Monthly Metal License for cPanel & WHM	<p>This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.</p> <p>This license is for a limited number of accounts based on the license package you select. Use of more accounts beyond that limit will require choosing another available</p>

	license package or payment of a per account Fee (as that term is defined in your agreement with cPanel).
Monthly CloudLinux License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.
1 Year CloudLinux License	This license will automatically expire 1 year from the Activation Date unless renewed by you.
Educational License for cPanel & WHM	This license will automatically expire after 90 days of inactivity.
Nonprofit License for cPanel & WHM	This license will automatically expire after 90 days of inactivity.
Development License cPanel & WHM	This license will automatically expire after 90 days of inactivity.
Monthly Dedicated LiteSpeed License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.
Monthly VPS LiteSpeed License for cPanel & WHM	This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.
cPanel Solo	<p>This license will automatically renew at the beginning of each Billing Cycle unless canceled by you.</p> <p>This license is for a limited number of accounts based on the license package you select. Use of more accounts beyond that limit will require choosing another available license package or payment of a per account Fee (as that term is defined in your agreement with cPanel).</p> <p>This license does not autoscale.</p>
ELS	This Service will automatically renew at the beginning of each Billing Cycle unless canceled by you.

cPanel offers the following types of licenses available for purchase directly from cPanel. Pricing for the licenses may be found at <http://cpanel.net/pricing/>.

3. Monthly Products

cPanel's monthly "Billing Cycle" begins on the 1st day of each month CST and ends on the last day of that month. Based on the Activation Date, your first invoice may be prorated depending on when the Activation Date occurred during the Billing Cycle. Thereafter, your primary credit card on file will be automatically charged at the end of each Billing Cycle for each of your active monthly licenses until the license is canceled.

cPanel calculates your invoice based on the number of licenses and/or accounts used by you on a particular day (Snapshot Billing). The date on which the number of licenses and/or accounts are calculated is the "Snapshot Day." With the exception of prorated licenses described in the prior paragraph, these calculations are made on a calendar basis: monthly or yearly. It is a material breach of this Agreement, the EULA, and, if applicable, the PartnerNOC Agreement, to attempt to lower your invoice by changing the number of licenses and/or accounts used by you, or your end users, to avoid their being included on your invoice on the Snapshot Day.

Initial license cancellation requests made via <https://store.cpanel.net/my/licenses> within the first 72 hours of the initial license purchase will be processed immediately, and a credit for the purchase price will be issued. Monthly license cancellation requests made after 72 hours of their initial purchase must be made before the beginning of the next Billing Cycle in order to avoid the automatic renewal of the license. Cancellations made during a Billing Cycle will take effect at the end of that Billing Cycle. If you wish to cancel before you are charged for the next Billing Cycle, please cancel the licenses at <https://store.cpanel.net/my/licenses> before the start of the next Billing Cycle.

Please Note: If you cancel a monthly license, the IP address associated with the canceled license will not be eligible for a prorated price for 30 days from the date of license expiration. Any new purchase will be at full price, plus any applicable bulk account charges.

ELS Services may be cancelled by installing or upgrading to supported software, or uninstalling the End of Life Software.

4. Yearly Licenses

Yearly licenses do not automatically renew and will terminate at the end of their stated terms.

5. Description of License and Support

The license granted by the EULA is limited to one stand-alone server or one Virtual Private Server (VPS). Such license allows you to host as many domain names on your server as it can effectively handle. The EULA contains a complete description of the license granted to you. Please refer to the EULA for the terms and conditions concerning the use and installation of the Software.

Additionally, licenses purchased directly from cPanel include Priority Support (see Section 7 below) and free Updates (as that term is defined in the Technical Support Agreement) to the Software during the Term.

ELS Services may be provided by third-parties. If so, you will be subject to the terms and conditions of the agreement between you and the third party providing the service. In addition,

in such a case, the support associated with this Service will be different than the support provided directly by cPanel, and is not subject to this Agreement.

6. Educational, Non-Profit License and Trial Version Licenses

Educational institutions may be eligible for licenses to the Software at a reduced cost (Educational License). Generally, all educational institutions with .edu domain extensions can apply for an Educational License, but cPanel reserves the right to deny or rescind Educational Licenses, at its sole discretion, to institutions that it does not deem legitimate or eligible. cPanel also offers discounted licenses to organizations verified through <http://guidestar.org> as non-profit organizations (Non-Profit License). A request for an Educational or Non-Profit License can be submitted through <http://cpanel.net/company/civic-responsibility/edu-and-non-profit-licensing/> in order to determine eligibility.

cPanel may charge a non-refundable \$30.00 fee to process Educational License and Non-Profit License requests. A completed request for an Educational License or a Non-Profit License does not guarantee approval and, if a request is denied, the \$30.00 processing fee will not be refunded.

You may obtain a free 15-day license (Trial Version License) by installing the cPanel & WHM software on a server without previous history of a cPanel & WHM installation. In order to determine eligibility for a Trial Version License, please check the main server IP address through <https://cpanel.net/cpanel-whm/trial-license/>.

Certain additional restrictions apply to Educational Licenses, Non-Profit Licenses and Trial Version Licenses as set forth in the EULA. All technical support Incidents (as that term is defined in the Technical Support Agreement) related to Educational Licenses, Non-Profit Licenses and Trial Version Licenses shall be deemed Complimentary Support subject to the Technical Support Agreement.

7. Priority Technical Support

During the Term, you may submit a commercially reasonable number of technical support Incidents (as determined by cPanel in its sole discretion) through the cPanel customer portal. The technical support services are only for questions or issues relating to the Software or third-party software included with the Software. As set forth in the Tech Agreement, Priority Support does not include server problems such as operating system kernel upgrades or other issues not related to the Software. Questions regarding functionality of the Software or other frequently asked questions can many times be answered by using our documentation, FAQ section and our user forums. If you cannot find the answers to your questions in any of these areas, you can submit a support request so that our technical support department can help you. This can be done via WHM or by visiting <https://tickets.cpanel.net/submit> cPanel's technical support services and any technical support or advice provided by cPanel via the website or user forums is provided by cPanel subject to the Tech Agreement. The complete text of the Tech Agreement may be found at <http://www.cpanel.net/legal/noc.html> such other URL as cPanel may designate from time to time). cPanel shall provide the technical support services solely during the Term of this Agreement.

ELS Services do not receive Priority Technical Support.

8. Installation and Activation

If you have not already done so, you can download the installer for the Software by visiting <http://httpupdate.cpanel.net/>. You must install the Software onto a clean server with a fresh installation of the operating system. After installing the Software, you must complete the Mandatory Activation Process as set forth in the EULA. If you should have any questions regarding the installation or if you would like our Technical Analysts to perform the installation for you, please submit a support request by going to <http://www.cpanel.net/support/support.htm> and our analysts can provide further assistance.

You must also designate a static public IP address to be used in connection with this Agreement. If you wish to change the IP address associated with this Agreement, you will need to login to your direct license account at <https://store.cpanel.net/my/licenses> and update the licensed IP address.

If you fail to follow the installation and activation instructions (or other such instructions provided to you by cPanel from time to time), cPanel may terminate this Agreement and the EULA or suspend or disable access to the Software. Please refer to the EULA for additional details.

9. Data Protection

Where you are a business, company or similar organization, to the extent that cPanel processes any personal data on your behalf in connection with the Agreement and (a) the personal data relates to individuals located in the EEA; or (b) you are located in the EEA, the parties agree that such personal data will be processed in accordance with the Data Processing Addendum set forth in Schedule 1. For the purposes of this Section 9, the terms “personal data,” “process” and “EEA” have the meanings given in the Data Processing Addendum.

10. Purchase Order Details

YOUR NAME:

E-MAIL ADDRESS:

TELEPHONE NUMBER:

COMPANY/ORGANIZATION:

PHYSICAL ADDRESS:

ORDER ID:

IP ADDRESS AND TYPE OF LICENSE(S):

11. Payment & Payment Methods

Please understand that all prices are subject to change before the next Billing Cycle. cPanel will use reasonable efforts to notify you of any changes in pricing, however it is your responsibility to understand and comply with Section 16 of this Agreement regarding all possible changes. For additional details, please see <http://cpanel.net/pricing/>. License discounts cannot be used with

any other promotions or offers unless otherwise noted. If you have any questions at all regarding licensing or your account, please direct all inquiries to cs@cpanel.net.

Payment of the applicable license fee or non-refundable processing fee can be made by using one of the payment methods below. cPanel may elect to change or withdraw existing discount programs and to provide or not provide, licenses or license renewals in its sole discretion.

- Credit Card: Payment by Visa, MasterCard, or American Express is the required payment method for all Monthly licenses.
- PayPal: billing@cpanel.net.
- Wire Transfer: Bank details will be provided upon order submission.
- Check: Must be paid with USD funds from a US bank account.

Please note that if cPanel does not verify your purchase within 72 hours of the order date, the order will be canceled and you will have to resubmit your order. Once an order is submitted from our website, your cPanel & WHM license will automatically activate while your order is pending review. cPanel does not issue automatic license activations for additional licenses, specially priced licenses (EDU or Non-Profit) or licenses ordered off-line. If the order is canceled, the automatic activation will expire.

12. Refunds

Yearly Licenses and Fees for ELS Services are non-refundable. No refunds will be given for processing fees of Educational Licenses and Non-Profit Licenses.

Refund requests for monthly Licenses must be made within the first 72 hours of your purchase. The option to modify your monthly cPanel & WHM license purchase is available via <https://store.cpanel.net/my/licenses> and will allow cPanel's system to update the order amount based on the changes made, providing an automatic refund. All other cancellations will take place at the end of the current Billing Cycle.

13. Termination

Either party may give notice during the Term of its intent to terminate this Agreement for convenience. Such termination of this Agreement shall be effective upon the expiration of all licenses maintained by you in effect at the time notice of termination for convenience is given. In the event that either party gives notice of its intent to terminate for convenience, you shall as of the date of the notice lose the right to purchase or renew any licenses.

Additionally, either party may terminate this Agreement in the event that the other party breaches this Agreement. In the event of a breach that is incapable of cure, the non-breaching party may terminate this Agreement immediately by giving written notice of termination to the breaching party. In the event of a breach that is capable of cure, the non-breaching party may terminate this Agreement by giving written notice of termination if the breaching party fails to cure its breach, to the satisfaction of the non-breaching party, within 30 days of receiving written notice of the breach.

Notwithstanding anything to the contrary in this Agreement, upon the occurrence of an Event of Default, cPanel may in its sole discretion elect to immediately with or without notice (i) terminate this Agreement; (ii) terminate any licenses associated with your account; or (iii) suspend your account. Each of the following events constitute an Event of Default:

1. your breach of any material representation, warranty or the terms and conditions of this Agreement or any other agreement between you and cPanel, including, without limitation: cPanel's Trademark Usage Policy, the EULAs, the Tech Agreement or any trademark license agreement between the parties (if applicable);
2. you engage in any conduct disparaging to cPanel, including any conduct inconsistent with cPanel's rights, title and interest in and to cPanel's intellectual property rights;
3. you fail to make any timely payments owed to cPanel; or
4. you install a VPS License granted by cPanel for a virtual server on another type of server, including, without limitation, dedicated servers.

14. Amendment or Modification

cPanel may amend portions of this Agreement, including, but not limited to, license pricing, at any time by sending written or electronic notice of such amendment to the e-mail address you provided to your cPanel Store account; provided, however, that you may terminate this Agreement for convenience in the event that you do not agree to any material change to the terms and conditions of this Agreement. You shall be obligated and responsible for checking for any additional or updated information posted on cPanel's website at <http://www.cpanel.net> relating to this Agreement, including, without limitation, those matters referred to in this Agreement, which for purposes of this Agreement shall be considered and deemed due notice thereof to you. YOU SHALL BE RESPONSIBLE FOR REVIEWING ALL COMMUNICATIONS FROM CPANEL TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE OR PURCHASE CPANEL PRODUCTS AFTER INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.

15. Notices

Any notice required or permitted to be given under this Agreement shall be deemed properly given (i) by cPanel if e-mailed to the Administrative/Billing or Emergency Contact e-mail address provided by you; and (ii) by you if submitted via cPanel's ticketing system or mailed by certified U.S. mail, postage prepaid with return receipt requested, at the addresses set forth below:

WebPros International, LLC ATTN: Legal Department 2550 N Loop W Suite 4006 Houston TX 77092

16. Independent Contractors

Nothing in this Agreement shall be construed to create an agency relationship between you and cPanel, and you hereby agree that you shall not represent or otherwise convey to any third party that you are an agent, legal representative or employee of cPanel. Neither you nor your directors, officers, agents or employees (if any), shall be, or be considered, an employee, legal representative or agent of cPanel for any purpose whatsoever. You are not granted, and shall not

exercise, any right or authority to assume or create any obligation or responsibility on behalf of or in the name of cPanel, including, without limitation, contractual obligations and obligations based on warranties or guarantees.

17. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof and will supersede all prior agreements and communications of the parties, oral or written. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. You agree that any written or oral communication, or any other document incidental hereto, which is inconsistent with, conflicts with, or deletes or adds to this Agreement, shall be of no force or effect, and this Agreement shall apply and control in all cases.

18. Construction

Section headings are for convenience of reference only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

19. Counterparts

This Agreement may be executed in several counterparts or with counterpart signature pages, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

20. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not effect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Version: [X]

SCHEDULE 1

DATA PROCESSING ADDENDUM (“DPA”)

1. DEFINITONS

1.1 The following capitalized terms used in this DPA shall be defined as follows:

- (a) **“Controller”** has the meaning given in the GDPR.
- (b) **“Your Personal Data”** means the “personal data” (as defined in the GDPR) described in Schedule 1 and any other personal data that cPanel processes on behalf of you in connection with the provision of the Software.
- (c) **“Data Protection Laws”** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (**“GDPR”**), any applicable national implementing legislation including, and in each case as amended, replaced or superseded from time to time, and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of your Personal Data.
- (d) **“Data Subject”** has the meaning given in the GDPR.
- (e) **“EEA”** means the European Economic Area, being the Member States of the European Union together with Iceland, Norway, and Liechtenstein.
- (f) **“Privacy Policy”** shall mean the Privacy Policy implemented by cPanel and incorporated in to the you Agreement as amended from time-to-time. The Privacy Policy is currently located at <https://cpanel.com/privacy-policy.html>.
- (g) **“Processing”** has the meaning given in the GDPR, and “Process” will be interpreted accordingly.
- (h) **“Processor”** has the meaning given in the GDPR.
- (i) **“Security Incident”** means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any of your Personal Data.
- (j) **“Subprocessor”** means any Processor engaged by cPanel who agrees to receive from cPanel your Personal Data.
- (k) **“Supervisory Authority”** has the meaning given in the GDPR.
- (l) **“Transparency Report”** shall mean cPanel’s transparency report, as amended, currently located at <https://cpanel.com/transparency-report.html>

2. DATA PROCESSING

2.1 **Instructions for Data Processing.** cPanel will only Process your Personal Data in accordance with your written instructions. The Agreement (subject to any changes agreed

between the parties) and this DPA shall be your complete and final instructions to cPanel in relation to the Processing of your Personal Data.

- 2.2 Processing outside the scope of this DPA or the Agreement will require prior written agreement between you and cPanel on additional instructions for Processing.
- 2.3 **Required consents.** Where required by applicable Data Protection Laws, you will ensure that you have obtained/will obtain all necessary consents for the Processing of your Personal Data by cPanel in accordance with the Agreement.

3. TRANSFER OF PERSONAL DATA

- 3.1 You agree that cPanel may use Subprocessors to fulfil its contractual obligations under the Agreement. cPanel shall notify you from time-to-time of the identity of any new Subprocessors it engages. If you (acting reasonably) object to a new Subprocessor on grounds related to the protection of your Personal Data only, you may request that cPanel move your Personal Data to another Subprocessor and cPanel shall, within a reasonable time following receipt of such request, use reasonable endeavors to ensure that the original Subprocessor does not Process any of your Personal Data. If it is not reasonably possible to use another Subprocessor, and you continue to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If you do not object within thirty days of receipt of the notice, you are deemed to have accepted the new Subprocessor.
- 3.2 Except as set out in paragraph 3.1, cPanel shall not permit, allow or otherwise facilitate Subprocessors to Process your Personal Data without your prior written consent and unless cPanel:
 - (a) enters into a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of your Personal Data, as are imposed on cPanel under this DPA; and
 - (b) at all times remains responsible for compliance with its obligations under the DPA and will be liable to you for the acts and omissions of any Subprocessor as if they were cPanel's acts and omissions.
- 3.3 **Prohibition on International Transfers of Personal Data.** You acknowledge that cPanel or its Subprocessors may access your Personal Data outside the EEA or Switzerland.

4. DATA SECURITY, AUDITS AND SECURITY NOTIFICATIONS

- 4.1 **Security Obligations.** cPanel will implement and maintain the technical and organizational measures set out in Schedule 3. You acknowledge and agree that these measures ensure a level of security that is appropriate to the risk.
- 4.2 Upon your reasonable request, cPanel will make available all information reasonably necessary to demonstrate compliance with this DPA.

- 4.3 **Security Incident Notification.** If cPanel becomes aware of a Security Incident, cPanel will: (a) notify you of the Security Incident within 72 hours, (b) investigate the Security Incident, and (c) provide you (and any law enforcement or regulatory official) with reasonable assistance as required to investigate the Security Incident.
- 4.4 **Employees and Personnel.** cPanel will treat your Personal Data as confidential, and shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of your Personal Data.
- 4.5 **Audits.** cPanel will, upon your reasonable request, allow for and contribute to audits, including inspections, of its compliance with this DPA, conducted by you (or a third party on your behalf and mandated by you) provided: (i) such audits or inspections are not conducted more than once per year (unless requested by a Supervisory Authority); (ii) are conducted only during business hours; and (iii) are conducted in a manner that causes minimal disruption to cPanel's operations and business.

5. ACCESS REQUESTS AND DATA SUBJECT RIGHTS

- 5.1 **Government Disclosure.** cPanel will notify you of any request for the disclosure of your Personal Data by a governmental or regulatory body or law enforcement authority (including any Supervisory Authority) unless otherwise prohibited by law or a legally binding order of such body or agency, and subject to the terms of cPanel's Transparency Report.
- 5.2 **Data Subject Rights.** Where applicable, and taking into account the nature of the Processing, cPanel will use reasonable endeavors to assist you by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising Data Subject rights set out in the GDPR.

6. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 6.1 To the extent required under applicable Data Protection Laws, cPanel will provide you with reasonably requested information to enable you to carry out data protection impact assessments or prior consultations with any Supervisory Authority, to the extent that either is solely in relation to Processing of your Personal Data and taking into account the nature of the Processing and information available to cPanel.

7. TERMINATION

- 7.1 **Deletion of data.** Subject to 7.2 below, cPanel will, at your election and within 90 days of the date of termination of the Agreement at cPanel's election:
- (a) return a copy of all of your Personal Data Processed by cPanel by secure file transfer to you (and securely delete all other copies of your Personal Data Processed by cPanel); or
 - (b) securely delete your Personal Data Processed by cPanel.

7.2 cPanel and its Subprocessors may retain your Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that cPanel ensures the confidentiality of all such your Personal Data and shall ensure that your Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

8. GOVERNING LAW

8.1 This DPA shall be governed by, and construed in accordance with, the laws of Republic of Ireland.

SCHEDULE 2

DETAILS OF THE PROCESSING OF YOUR PERSONAL DATA

This Schedule 2 includes certain details of the Processing of your Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of your Personal Data.

The subject matter and duration of the Processing of your Personal Data are set out in the Agreement and this DPA.

The nature and purpose of the Processing of your Personal Data.

Your Personal Data will be subject to basic Processing activities set out in the Privacy Policy including transmitting, collecting, storing and analyzing data, and any other activities related to the provision of the Software and Services or specified in the Agreement.

The types of Personal Data to be Processed.

Your Personal Data concern the categories of data set out in the Privacy Policy.

The categories of Data Subject to whom Personal Data relates.

The categories of data applicable to this section are set out in the Privacy Policy.

Your obligations and rights.

Your obligations and rights are as set out in this DPA.