cPanel & WebHost Manager (WHM) End User License Agreement

IMPORTANT: THIS SOFTWARE END-USER LICENSE AGREEMENT (EULA) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND WEBPROS INTERNATIONAL LLC DBA CPANEL. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. AMONG OTHER PROVISIONS, IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS TERMINATION AND WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU CONFIRM YOUR ACCEPTANCE OF THE SOFTWARE AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR WEBSITE OR PLACE OF PURCHASE FOR A FULL REFUND.

1. Definitions

1.1. **“360 Monitoring”** means the software provided by, or through, cPanel used to monitor server and website functionality. 360 Monitoring may be provided in whole, or in part, by third party software.
1.2. **“Activated”** has the meaning given in Section 2.5.2.
1.3. **“Agreement”** means both the EULA and the Pricing and Term Agreement.
1.4. **“AI Act”** means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonized rules on artificial intelligence, as amended, supplemented or replaced from time to time, including by Regulation (EU) 2026/1744 (Digital Omnibus), together with any implementing or delegated act adopted thereunder.
1.5. **“AI Features”** means those components and functionalities supplied by cPanel that are based on, or make use of, artificial intelligence systems or general purpose AI models, including WebPros Nova, Nova for WordPress, the cPanel AI Assistant, AI App Hosting, MCP Support, the AI-enabled elements of the Meridian interface and the AI-enabled functionality of SiteJet Builder, in each case as and to the extent made available by cPanel, together with any successor, additional or replacement AI-enabled functionality designated as such by cPanel. “cPanel AI” means the cPanel AI Assistant, AI App Hosting, MCP Support and the AI-enabled elements of the Meridian interface.
1.6. **“AI Output”** means any output generated, produced or proposed by the AI Features, including source code, configuration, text, images, explanations, diagnoses, recommendations and proposed or executed actions.
1.7. **“Applicable Law”** means applicable international, federal, state or local laws, statutes, ordinances, regulations or court orders.
1.8. **“Beta Version”** means any version of the Software released by cPanel for testing as determined by cPanel in its sole discretion, including, without limitation, versions of the Software designated by cPanel as “BETA” or “EDGE”. This does not create any obligation on cPanel’s part to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop the Beta Version either to You, or to any other entity. Products that are classified as “Beta Version” may have limitations associated with their use such as disk utilization restrictions or suspended email functionality. You agree to these limitations and may not bypass or circumvent them. Doing so is a material breach of Your agreements with cPanel.
1.9. **“cPanel”** means WebPros International, LLC.
1.10. “**cPanel Distributor**” means a cPanel Partner who has met the requirements to become a cPanel Distributor as determined by cPanel.
1.11. “**cPanel Partner**” means a cPanel partner who has entered into a valid and existing Partner NOC Agreement with cPanel.

1.12. "**cPanel Solo**" means the Software that allows management of a single cPanel account from the WHM interface.
1.13. **"cPanel Usage Data"** means all data collected by cPanel in connection with the use of the Software by You or any Third Party Users, including (a) the licensed or unlicensed status of the Software; (b) the source from which the license for the Software was obtained (i.e., cPanel or a cPanel affiliate); and (c) information about the server upon which the Software is installed (including the Licensed Server) including (i) the public IP address, (ii) the operating system, (iii) the use of any virtualization technologies on such server, and (iv) data utilized to prevent and combat various server attacks by hackers or their hardware, including, but not limited to, assaults such as spam attacks, brute force attacks, dictionary attacks, phishing, pharming, and the like. Additionally, "cPanel Usage Data" may also include information collected by cPanel from time to time concerning which features of the Software are most often used in order to improve and make adjustments to the Software.
1.14. "**Effective Date**" means the date upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly or formally accepted this Agreement.
1.15. "**End User**" means the individual or entity who uses the Software.
1.16. **"EULA"** means this End-User License Agreement.
1.17. **"Intellectual Property Rights"** means trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing.
1.18. **"Licensed Server"** means the single server operating solely from the IP address identified by You in the Pricing and Term Agreement to which the terms and conditions of this Agreement shall apply. A Licensed Server may be a Virtual Private Server. You may update the IP address associated with the Licensed Server from time to time during the Term (a) by visiting http://www.cpanel.net/store/ or such other URL as cPanel may designate from time to time; (b) in the case of cPanel Partners, by using the Manage Interface (defined below); or (c) by such other method as cPanel may elect to provide from time to time during the Term.
1.19. **"Manage Interface"** means cPanel's customer service, license management and Incident tracking system or such successor system as cPanel may designate from time to time which is presently available at https://manage2.cpanel.net/ or such other URL as cPanel may designate from time to time. Only cPanel Partners and cPanel Distributors may access and use the Manage Interface. The term "Incident" shall have the meaning given to it in the Technical Support Agreement.
1.20. **"Meridian"** means the cPanel end user interface designated by cPanel as "Meridian", including its guided onboarding and its AI-enabled elements.
1.21. **"Pricing and Term Agreement"** means, as applicable, the (a) Pricing and Term Agreement entered into between You and cPanel in connection with the license of the Software which sets forth (among other things) pricing, term and payment provisions of this Agreement; (b) pricing and payment provisions of the cPanel Partner NOC Agreement entered into between You and cPanel; or (c) pricing and payment provisions of any agreement between You and a cPanel Partner (or other third party authorized to grant You the license) pursuant to which You obtained a license to use the Software. The Pricing and Term Agreement is hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.
1.22. "**SiteJet Builder**" means software, graphics and other features provided by, or through, cPanel used to create websites. SiteJet Builder may be provided in whole, or in part, by third party software.
1.23. "**Site Quality Monitoring**" means the software provided by, or through, cPanel used to monitor website functionality. Site Quality Monitoring may be provided in whole, or in part, by third party software.

1.24. **"Software"** means the software program(s) supplied by cPanel together with this Agreement, including, but not limited to, cPanel & WebHost Manager (but not including cPanel Server Suite), WP Toolkit, WP Squared, 360 Monitoring, Site Quality Monitoring and SiteJet Builder, the AI Features and corresponding documentation, source code, object code, Updates, user interfaces (including, without limitation, any web- based interfaces), printed materials and online or electronic documentation, excluding any third party components.

1.25. **"Term"** means the term of this Agreement as set forth by the term of the license obtained by You (a) in connection with the Pricing and Term Agreement; (b) in connection with the Partner NOC Agreement; or (c) from a cPanel Partner or other third party authorized to grant You the license.

1.26. **"Territory"** means the world, except to the extent that use or distribution of the Software in certain countries or regions would cause either party to violate Section 9.15 (Export Controls).

1.27. "**Third Party Users**" means authorized end users of the Software on the Licensed Server.

1.28. **"Trademarks"** means all domestic and international trademarks, service marks, logos, trade names, trade dress, including all goodwill represented by each of the foregoing, whether registered or unregistered, of cPanel including, without limitation, CPANEL (USPTO Registration No. 3058679 and CTM Registration No. 004908299), the cPanel logo (USPTO Registration No. 3290579), WEBHOST MANAGER (USPTO Registration No. 3246206), WHM (USPTO Registration No. 3282420) and ENKOMPASS (USPTO Trademark Application Serial No. 77673202). cPanel may add to the foregoing non-exclusive list of cPanel Trademarks by updating the cPanel Trademark Usage Policy which is located at http://www.cpanel.net/trademarkup.htm (or such other URL as may be designated by cPanel from time to time) and which may be updated by cPanel in its sole discretion from time to time .

1.29. **"Updates"** means any bug fixes, patches and other modifications of the Software provided to You by cPanel.

1.30. **"Virtual Private Server"** means a virtual server operating on a single physical server upon which multiple virtual servers may operate.

1.31. "**WordPress Toolkit**" and "**WP Squared"** mean the Software provided by, or through, cPanel used to manage WordPress websites.

1.32. **"You"** or **"Your"** means or refers to the individual or entity entering into this Agreement with cPanel, whether or not such terms are capitalized in this Agreement.

2. License.

2.1. License Grant. During the Term, solely within the Territory and subject to the terms and conditions of this Agreement, cPanel grants You a limited, non-exclusive, license to (a) install and use the Software on the Licensed Server only, (b) make a single back-up copy of the Software for archival purposes, and (c) access and use, solely in conjunction with the Licensed Server, those components of the Software, including the AI Features, that are provided by cPanel or its affiliates as hosted services. Except as provided in Sections 2.2 (Sublicensing) and 2.3 (Transfer of License), the foregoing license is non- transferable, non-assignable and non-sublicensable.

2.2. Sublicensing.

2.2.1. Grant of Sublicense. You may sublicense the right to use (but not the right to install or make a back-up copy) the Software to Third Party Users solely on the Licensed Server, or in the case of Software other than cPanel & WHM, an End User; provided that (a) each Third Party User or End User must enter into an agreement with You governing such user's use of the Software on (i) in the case of cPanel & WHM, a Licensed Server, or (ii) generally (Third Party

Agreement); (b) as part of such Third Party Agreement, each Third Party User or End User must agree to the Flow-Through Provisions set forth in Section 2.2.3 as a condition of the Third Party User or End User's use of the Software; (c) the term of the Third Party Agreement and the scope of the license granted in the Third Party Agreement shall be no greater than the Term of this Agreement and the scope of the limited rights granted in this Section 2.2; and (d) each Third Party User or End User must be eighteen years of age or older.

2.2.2. Grant of Sublicensing Rights to Third Party Users. You may grant to Third Party Users or End User the right to sublicense the use of the Software to third party sublicensees (each such third party sublicensee shall also constitute a "Third Party User" for purpose of this Agreement) (in the case of cPanel & WHM, solely on the Licensed Server) provided that Your sublicense grant is (a) subject to and in accordance with all obligations of this Section 2.2; (b) limited to the Term of this Agreement; and (c) no greater in scope than the limited sublicense right granted in this Section 2.2. For the avoidance of doubt and without limiting the generality of the forgoing, each third party with access to the Software must enter into a Third Party Agreement governing the use of the Software and each Third Party Agreement must condition use of the Software on agreement to the Flow-Through Provisions set forth in Section 2.2.3.

2.2.3. Flow-Through Provisions. Each Third Party Agreement must contain:
(a) The Third Party User or End User's acknowledgement and agreement that the Third Party User or End User may not alter, merge, modify, prepare derivative works based upon, adapt or translate the Software in any manner whatsoever, decompile, reverse engineer, disassemble, or otherwise reduce the Software to any human-readable form, or use the Software to develop any application having the same primary functions as the Software;
(b) The Third Party User or End User's acknowledgement and agreement that cPanel owns all right, title and interest in and to the cPanel IP Rights substantially similar to Section 3.1 (Ownership), unless such IP Rights are limited in this EULA;
(c) A notice, substantially similar to the disclaimer set forth in Section 6.3 (Disclaimer), that cPanel disclaims all warranties and representations with respect to the Software;
(d) A limitation of liability substantially similar to that set forth in Section 7 (Limitation of Liability) for the benefit of cPanel; (e) for cPanel & WHM, the Third Party User's acknowledgement and agreement that it may use the Software only on the Licensed Server and only within the Territory;
(f) The Third Party User or End User's acknowledgement and agreement that its right to use the Software shall automatically expire without notice upon the expiration or termination of this Agreement for any reason whatsoever;
(g) The Third Party User or End User's acknowledgement and agreement that cPanel may in its sole discretion terminate, disable or suspend the use of and access to the Software by You or any Third Party User or End User in the event of (i) any breach of this Agreement by You, or (ii) any breach by the Third Party User or End User of any provision concerning cPanel or the Software in any Third Party Agreement;
(h) The Third Party User or End User's acknowledgement and agreement that cPanel is a third party beneficiary of any Third Party Agreement applicable to the Software with the full right to enforce the provisions of the Third Party Agreement as they pertain to cPanel and the Software;
(i) The Third Party User or End User's acknowledgement and agreement that cPanel may in its sole discretion (i) monitor use of the Software; (ii) use the Authentication System; and (iii) collect and use the cPanel Usage Data as set forth in Section 2.5 (Monitoring of Software);
(j) The Third Party User or End User's waiver of any and all claims (whether under law, equity or any other theory of liability) against cPanel and its affiliates that may arise from a Third Party User or End User's inability to use the Software in the event (i) of the expiration or termination of this Agreement for any reason whatsoever; or (ii) that cPanel disables or suspends access to the Software as set forth in this Section 2.2;
(k) For cPanel & WHM, a notice that the Third Party User may verify the licensed or unlicensed status of the Software and obtain other information about the license applicable to the Licensed

Server by using the cPanel License Verification System located at http://verify.cpanel.net/ or such other URL as cPanel may designate from time to time; and
(l) If You grant a Third Party User or End User the right to sublicense the use of the Software to third party sublicensees pursuant to Section 2.2.2, the Third Party User or End User's acknowledgement and agreement that any grant of sublicensing rights (i) shall be subject to and conditioned upon a Third Party Agreement between the Third Party User or End User and each third party sublicensee governing the use of the Software; (ii) that the Third Party Agreement shall include the Flow-Through Provisions set forth in this Section 2.2.3; (iii) that the sublicensing grant to a third party sublicensee in the Third Party Agreement shall be no greater in scope and no greater in duration than the rights granted to the Third Party User or End User; (iv) that each third party sublicensee must be eighteen years of age or older; and (v) that all sublicensing rights shall be subject to terms and conditions substantially similar to Section 2.2.4 (Sublicensing Restrictions).

2.2.4. Sublicensing Restrictions. The right to sublicense the use of the Software to a Third Party User or End User (and such Third Party User or End User's right to sublicense the use of the Software to third party sublicensees) is conditioned upon compliance with the terms of this Section 2.2. Upon request from cPanel, You and any authorized sublicensor shall provide cPanel with copies of any Third Party Agreements. Use of or access to the Software by Third Party Users who have not agreed to the terms to or complied with this Section 2.2 exceeds the scope of the license grant of this Agreement and constitutes a material breach of this Agreement. cPanel shall also have the right (but not the obligation) to notify any Third Party Users or an End User that cPanel will or has terminated, suspended or disabled their use of the Software due to the termination or expiration of this Agreement or a breach of this Agreement. In the event that cPanel notifies Third Party Users or an End User pursuant to the preceding sentence, cPanel reserves the right to offer products and services, including, without limitation, the Software, to any Third Party Users or End Users affected by such termination or expiration (or to refer such third parties to other cPanel licensees or affiliates). Except as set forth in this Section 2.2, You may not rent, lease or sublicense the Software.

2.2.5. Moving from cPanel Solo to a Standard license (upgrade) is immediate. If You choose to move from cPanel Solo license to a standard license, the license fee You paid the month the move occurs will be prorated for the term of the prior license and prorated for the term of the new license. At the time of the license conversion, You will be required to pay the difference between the lower and higher license fees. If You move to a monthly license, the next full charge will be on the first day of the month following the license conversion.

2.3. Transfer of License. Subject to Section 9.8 (Assignment), You may transfer or assign this Agreement in its entirety to a third party upon notice to cPanel solely with respect to Monthly Licenses for the cPanel & WHM Software. One Year Licenses, Two Year Licenses and Three Year Licenses for the Software may not be transferred or assigned under this Section 2.3. Other Software licenses may not be transferable depending on their pricing.

2.4. Restrictions on Use.

2.4.1. Installation of Software Package. The Software is licensed as a single product and none of the components in the Software may be separated for installation or use other than on the Licensed Server.

2.4.2. Back-Up Copy. If You make a back-up copy of the Software, such copy must be in machine-readable form and You must reproduce on such copy all Intellectual Property Right notices and any other proprietary legends on the original copy of the Software.

2.4.3. Commercial Use; Evaluation. If your Pricing and Term Agreement provides for an Educational License, Non-Profit License or Trial Version License, You may not use the Software for any commercial purposes. Additionally, if your Pricing and Term Agreement provides for a Trial Version License, You may only use the Software to review and evaluate the Software.

2.4.4. No Derivative Works; Reverse Engineering. You may not alter, merge, modify, prepare derivative works based upon, adapt or translate the Software in any manner whatsoever. Additionally, You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to any human-readable form, or use the Software to develop any application having the same primary functions as the Software.

2.5. Monitoring of Software.

2.5.1. Audit by cPanel. You agree that cPanel may audit Your use of the Software for compliance with this Agreement at any time, upon reasonable notice. You agree to cooperate with cPanel and any auditors selected by cPanel to complete the audit, including by providing access to any facilities in which the Software is used or stored, including, without limitation, the facilities which house the Licensed Server and any facilities which cPanel reasonably believes house servers upon which the Software is installed. In the event that such audit reveals any use of the Software by You other than in compliance with the terms of this Agreement, You shall reimburse cPanel for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such noncompliance.

2.5.2. Mandatory Product Activation. If You do not complete the Mandatory Product Activation process within 15 days after You first install the Software, cPanel may in its sole discretion terminate this Agreement or suspend or disable access in whole or in part to the Software. " **Mandatory Product Activation** " means the process by which You supply to cPanel certain information during the installation or setup process of the Software. After You have completed the Mandatory Product Activation process, cPanel will activate the Software allowing You to use the Software subject to the terms and conditions of this Agreement. After cPanel activates the Software, such Software shall be deemed to be " **Activated** " for purposes of this Agreement. The Mandatory Product Activation process may require the use of the Internet or a long distance telephone call. You are responsible for any Internet access fees or telephone charges required for the activation or use of the Software.

2.5.3. Authentication System. The Software contains technological measures that, working in conjunction with cPanel computer servers, are designed to prevent unlicensed or illegal use of the Software (collectively, the "Authentication System"). You acknowledge and agree that such Authentication System allows cPanel to (among other things): (a) monitor use of the Software by You and Third Party Users as set forth in Section 2.5.4 (cPanel Usage Data); (b) verify that the Software is only used on the Licensed Server; (c) that You have purchased sufficient accounts for the Software; (d) suspend or disable access to the Software in whole or in part in the event of a breach of this Agreement or in the event of a breach by a Third Party User of cPanel-related provisions of a Third Party Agreement; and (e) terminate use of the Software upon the expiration or termination of this Agreement. You agree not to thwart, interfere with, circumvent or block the operation of any aspect of the Authentication System, including any communications between the Software and cPanel's computer servers. For the avoidance of doubt, the Software will not operate unless cPanel from time to time verifies the Software using the Authentication System which requires the exchange of information between the Licensed Server and cPanel over the Internet.

2.5.4. cPanel Usage Data. You agree that, without further notice to You or any Third Party User or End User, cPanel may use technological means, including the Authentication System, to: (a)

monitor use of the Software as may be necessary to monitor for compliance with the terms of this Agreement, the Pricing and Term Agreement, or any other agreement applicable to the Software; and (b) collect cPanel Usage Data. cPanel reserves the right to copy, access, store, disclose and use cPanel Usage Data indefinitely in its sole discretion; provided, however, that in the event that cPanel collects information concerning which features of the Software are most often used by You or Third Party Users or an End User, cPanel will remove personally identifiable information (if any) from such data and copy, access, store, disclose and use such data solely for the purpose of improving the Software.

2.6. Additional Licenses. For the avoidance of doubt, You may not install or use the Software on any other servers or computers other than the Licensed Server. If You wish to install and use the Software on servers other than the Licensed Server, You will need to obtain a separate license for each additional server, including, without limitation, a separate license for each additional Virtual Private Server. Certain Software set out in this Agreement may have restrictions on the number of users as set out in the Pricing and Term Agreement, any other applicable agreement and/or the relevant pricing page(s). Software subject to such restrictions will also be subject to the limitations, refund and credit policies set out in the Pricing and Term Agreement, the relevant pricing page and/or in Your other agreements with cPanel.

2.7. Updates. The Software may automatically download and install updates from time to time from cPanel. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, enhanced functions, new software modules, completely new versions and additional products and services offered through or from the Software. You agree to receive such updates (and permit cPanel to deliver these to You) as a condition to Your use of the Software.

2.8. License Exchange. You agree that this Agreement shall supersede any prior End-User License Agreement between You and cPanel applicable to the Software and that such prior End-User License Agreement is hereby terminated if (a) You previously purchased a license for the Software and are now purchasing a new license for the Software so that You may obtain additional technical support or updates during the Term of this Agreement; or (b) the copy of the Software You licensed with this Agreement is an upgrade to an earlier version of the Software. You may not continue to use the earlier version of the Software or transfer it to another person or entity.

2.9. Automatic Activation. Components of the Software may be automatically activated for You and/or End Users. Entering into this EULA is Your consent to the installation and operation of automatically activated Software. You will only incur a Fee if You or an End User use automatically activated Software. For the purposes of this paragraph, the term “use” means implementing a feature of that Software.

2.10. Third Party Licenses necessary to use the Software. The Software may only function when you have purchased licenses to third party software that is necessary for that function. It is your obligation to determine if this software is necessary prior to licensing the Software from cPanel. cPanel makes no representations as to the functionality of the Software without this third party software. You will not receive a refund of Fees paid to cPanel because the Software does not function without this third party software, nor will Fees be reduced or credited as a result of the need for third party software.

2.11. Resource Consumption. Third party software necessary for the use of the Software, which is incorporated into it, or which is resold by us, may have resource limitations. Further, the Software may use third party resources. It is your obligation to determine if the resources allocated to the use of the Software, or which the Software uses, are sufficient for your

needs. You may not terminate any Agreement with us, nor receive a refund or credit, should the resources allocated to run the Software be insufficient, or should the Software, or any third party software incorporated in it, consume resources resulting in a charge, or other penalty, to you.

2.12. No Software is 100% Secure. cPanel implements security measures to help keep the Software free from security threats. These measures include those set out in the DPA referred to in Section 9.17. We cannot, and do not, make any warranty or guarantee that our security measures, or those of any third party we use, will result in the Software always being secure, or that the security measures will not be defeated.

3. Intellectual Property Rights.

3.1. Ownership. cPanel owns all right, title and interest, including all Intellectual Property Rights, in and to, (a) the Software; (b) the Trademarks; (c) cPanel Usage Data; and (d) any and all Submissions (collectively, "cPanel IP Rights"). If applicable, the cPanel IP Rights in the Software may be licensed to cPanel rather than owned. This paragraph does not create any warranties. Warranties, if any, related to the cPanel IP Rights, are set out in the section of this EULA entitled "Warranties" and may be further limited in a paragraph specific to individual Software.

3.2. Trademarks; Domain Names. This Agreement does not authorize You to use the Trademarks. If You wish to use the Trademarks, You must obtain a written license to use the Trademarks from cPanel. Additionally, You will not (a) assert any Intellectual Property Right in the Trademarks or in any element, derivation, adaptation, variation or name thereof; (b) contest the validity of any of the Trademarks; (c) contest cPanel's ownership of any of the Trademarks; or (d) in any jurisdiction, adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, or as a domain name or sub-domain name, any trademarks, or any word, symbol or device, or any combination confusingly similar to, or which incorporates in whole or in part, any of the Trademarks.

3.3. No Implied License or Ownership. Nothing in this Agreement or the performance thereof, or that might otherwise be implied by law, will operate to grant You any right, title or interest, implied or otherwise, in or to the cPanel IP Rights.

3.4. No Contest. You acknowledge and agree that the cPanel IP Rights are and shall remain the sole and exclusive property of cPanel or its licensors. You agree that You shall never oppose, seek to cancel, or otherwise contest the ownership of the cPanel IP Rights or act in any manner that would or might conflict with or compromise the ownership of the cPanel IP Rights, or similarly affect the value of the cPanel IP Rights. Whenever requested by cPanel, You shall execute such documents as cPanel may deem necessary or appropriate to confirm, maintain or perfect the ownership of the cPanel IP Rights. In the event cPanel is unable, after reasonable effort, to secure Your signature on any document or documents needed to apply for or to confirm, maintain or perfect the ownership of the cPanel IP Rights for any other reason whatsoever, You hereby irrevocably designate and appoint cPanel as Your duly authorized attorney-in-fact, to act for and on Your behalf and stead to execute and sign any document or documents and to do all other lawfully permitted acts to confirm, maintain or perfect the ownership of the cPanel IP Rights with the same legal force and effect as if executed by You. In the event You become aware that any third party is, or may be, infringing the cPanel IP Rights, You agree to notify cPanel of such fact.

3.5. Proprietary Notices. Third party trademarks, trade names, product names and logos included in the Software may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.

3.6. Submissions. With respect to any feedback, suggestions or ideas (Submissions) that You submit to cPanel concerning the Software, or any of cPanel's products or services, You agree that: (a) Your Submissions will automatically become the property of cPanel, without any compensation to You; (b) cPanel may use or redistribute the Submissions for any purpose and in any way; (c) cPanel is not obligated to review any Submissions; and (d) cPanel is not obligated to keep any Submissions confidential.

4. Payments.

As a condition of the license granted to You pursuant to this Agreement, You shall pay cPanel the amount(s) set forth in Your Pricing and Term Agreement, or any other fee schedule associated with the Software, or any aspect of the Software, in accordance with the payment terms contained therein.

5. Term and Termination.

5.1. Term. This Agreement shall be effective on the Effective Date and shall automatically expire at the end of the Term.

5.2. Termination. cPanel may terminate this Agreement (a) in the event of Your breach of this Agreement (or a Third Party User or End User's breach of a provision of a Third Party Agreement relating to the Software or cPanel) upon 30 days' notice to You if such breach remains uncured after the expiration of the 30 day notice period; (b) as set forth in Section 2.2 (Sublicensing); or (c) immediately without notice in the event of Your material breach of this Agreement (or a Third Party User or End User's breach of a material provision of a Third Party Agreement relating to the Software or cPanel). You acknowledge and agree that any breach by You or any Third Party User or End User of the following provisions of the Agreement or any related provisions of a Third Party Agreement shall each constitute a material breach: (i) use of the Software in excess of the license grant in Section 2.1 (License Grant); (ii) any purported or attempted assignment, transfer, sale or other disposition or delegation of the Software in violation of Section 2.3 (Transfer of License) or Section 9.8 (Assignment); (iii) any violation of Section 2.4 (Restrictions on Use) including, without limitation, Section 2.4.4 (No Derivative Works; Reverse Engineering); (iv) any violation of Section 2.5 (Monitoring of Software) including, without limitation, any attempt, whether successful or not, to thwart, interfere with, circumvent or block the operation of any aspect of the Authentication System; (v) any conduct inconsistent with the cPanel IP Rights as set forth in Section 3 (Intellectual Property Rights); (vi) any breach of Section 4 (Payments); and (vii) any breach of Your representations and warranties under Section 6.1 (Mutual Representations). Additionally, a material breach by You of any agreement or contract between You and cPanel, including, without limitation, a breach of cPanel's Trademark Usage Policy, any applicable EULA, the Technical Support Agreement or the PartnerNOC Agreement shall be deemed a material breach of this Agreement and shall give rise to cPanel's right to terminate as set forth in this Section 5.2. The foregoing list of material breaches is a non-exclusive list.

5.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, (a) You must destroy all copies of the Software, including any back-up copy; (b) You must uninstall or delete the Software from the Licensed Server; and (c) cPanel may, without notice

and in its sole discretion, terminate, suspend or disable access to the Software by You or any Third Party User or End User.

5.4. Survival. Sections 1 (Definitions), 2.5 (Monitoring of Software), 3 (Intellectual Property Rights), 4 (Payments), 5 (Term and Termination), 6.3 (Disclaimer), 7 (Limitation of Liability), 8 (Indemnification), 9 (Miscellaneous) and 10 (Software Specific Terms) shall survive the termination or expiration of this Agreement for any reason. Section 10 survives to the extent its provisions by their nature are intended to survive, including Section 10.2.1 (Content Ownership) and the provisions of Section 10.3 on Licensing and Rights to Generated In- and Output, Obligations of the Customer, Restriction on High-Risk Use Cases, Cooperation with Authorities and Indemnification. The DPA referred to in Section 9.17 survives to the extent provided therein.

5.5. Switching and Data Retrieval for Hosted Components. Where cPanel provides a component of the Software as a hosted service to You in the European Union or the European Economic Area, including Site Quality Monitoring, Sitejet Builder and the AI Features (Hosted Components), the following applies in addition to the extent required by Regulation (EU) 2023/2854 (Data Act): (a) You may request to switch to another provider of data processing services or to an on-premises infrastructure, or to have Your exportable data erased, by giving notice of no more than two months, (b) following such notice, cPanel will support the switching during a transitional period of up to 30 calendar days, which cPanel may extend in accordance with Article 25(4) Data Act where the switching is technically unfeasible within that period, (c) You may retrieve Your exportable data and digital assets in a structured, commonly used and machine-readable format during a period of at least 30 calendar days following the end of the transitional period or, where no switching was requested, following termination or expiration of this Agreement, (d) after expiry of the retrieval period, cPanel will erase all exportable data and digital assets, (e) the Agreement terminates with respect to the relevant Hosted Component upon successful completion of the switching process, and (f) any switching charges shall not exceed the limits set by Article 29 Data Act. Section 10.1.2 (Deletion of Records) applies subject to this Section 5.5. This Section 5.5 does not apply to Beta Versions or to trial versions provided for testing and evaluation for a limited period.

6. Representations; Warranties; Disclaimer.

6.1. Mutual Representations. Each party hereto represents and warrants to the other party that: (a) such party has the full right, power and authority to enter into this Agreement on behalf of itself and to undertake to perform the acts required of it hereunder; (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its representations, warranties, terms and conditions; and (d) such party will comply with all Applicable Laws related to the use and installation of the Software and the performance of its obligations under this Agreement.

6.2. Limited Warranty. cPanel represents and warrants that, for a period of 90 days from the date of delivery of the Software, when used with a hardware and software configuration recommended by cPanel, the Software will perform in substantial conformance with the documentation supplied with the Software. The limited warranty in this Section 6.2 shall not apply (a) to any Educational License, Non-Profit License or Trial Version License; (b) if Your version of the Software is a Beta Version; (c) if the Software has been altered in any way by a party other than cPanel; (d) the Software's third party components; or (e) if any failure or

error arises out of use of the Software with anything other than a cPanel recommended hardware and software configuration. Any misuse, accident, abuse, modification or misapplication of the Software will void the limited warranty in this Section 6.2.

6.2.1. Beta or Edge Software. If Software is designated by cPanel as "Beta" or "Edge," the Software and/or documentation provided with the Software that is designated by cPanel as "Beta" or "Edge" is believed to contain defects. For the purposes of this EULA, both Beta and Edge Software are referred to as a "Beta Version." It is Your sole and exclusive obligation to secure Your computing environment to ensure that Your use of the Software and/or documentation does not damage Your business.

For Software designated by cPanel as "Beta" or "Edge," on the Effective Date, we grant to You a no charge, non-exclusive, non-transferable, non-sublicensable, license to use the Software solely for Your internal testing and evaluation purposes to determine its suitability and the presence of bugs and other items that may detract from its effectiveness (Beta Test). The Software shall be used only for the purposes of testing and evaluation.

You may use the Software, and any documentation provided with it, for a period of 90 days beginning on the Effective Date (Beta Term). At the conclusion of the Beta Term, You will be required to change Your license type to a different license. cPanel may, but has no obligation to, extend the Beta Term at its discretion. cPanel may terminate this Agreement at any time upon written notice to You even prior to the expiration of the Beta Term. If cPanel chooses to terminate a Beta product, it will provide You with 7 days prior written email notice. Following the Beta term, cPanel may, at its discretion, move the Software to a production environment.

Upon the end of a Beta Version, Your ability to use the Software will be suspended. You will have no access to the data associated with the Beta Version.

As consideration for cPanel granting to You a license to use the Beta Version, You agree to notify cPanel of all problems and ideas for enhancements which come to Your attention during Your use. While using the Beta Version and, from time-to-time on cPanel's request, You will provide cPanel written evaluations, including, but not limited to, surveys of the Beta Version by the date cPanel requests (Evaluations). The Evaluations will be provided in the format cPanel chooses. Your continued use of the Beta Version is expressly contingent on Your providing the Evaluations to cPanel in a timely and complete manner. As further consideration for granting You the license to use the Beta Version, You may be required to agree to receive marketing and other communications from cPanel and/or its partners. If this is the case, You may choose to refuse to receive such communications by not installing the Beta Version.

You assign all right, title and interest in the Evaluations, including, but not limited to, any and all ideas, inventions, processes, patents, copyrights, trade secrets, mask works, trademarks, moral rights, or any other intellectual property rights contained in the Evaluation, or which may be reasonably extrapolated from the Evaluation. The sole consideration for this assignment is cPanel's license of the Beta Version to for Your use, pursuant to this Agreement.

6.3. Disclaimer. THE SOFTWARE LICENSED HEREUNDER IS PROVIDED "AS IS" AND CPANEL, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS LICENSORS, HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE, ITS THIRD PARTY COMPONENTS, AND ANY DATA ACCESSED THEREFROM, OR THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE SOFTWARE, ITS THIRD PARTY COMPONENTS, AND ANY DATA ACCESSED THEREFROM, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. CPANEL DOES NOT WARRANT THAT THE SOFTWARE OR ITS THIRD PARTY COMPONENTS ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IF THE SOFTWARE, ITS THIRD PARTY COMPONENTS, OR ANY DATA ACCESSED THEREFROM IS DEFECTIVE, YOU ASSUME THE SOLE RESPONSIBILITY

FOR THE ENTIRE COST OF ALL REPAIR OR INJURY OF ANY KIND, EVEN IF CPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECTS OR DAMAGES.

6.3.1. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF DELIVERY.

6.3.2. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CPANEL, ITS AFFILIATES, LICENSEES, DEALERS, SUB-LICENSORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED IN SECTION 6.2.

6.3.3. SOME JURISDICTIONS DO NOT ALLOW RESTRICTIONS ON IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability.

7.1. Lost Profits; Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CPANEL NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, BUSINESS INTERRUPTION, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING, WITHOUT LIMITATION, UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF CPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. Total Cumulative Liability; Exclusive Remedy. EXCEPT FOR AMOUNTS OWED BY YOU TO CPANEL UNDER SECTION 4, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF CPANEL, ITS AFFILIATES AND ITS LICENSORS (TAKEN TOGETHER) FOR DIRECT DAMAGES, UNDER THIS AGREEMENT (CUMULATIVELY) SHALL BE LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID OR PAYABLE BY YOU OR ON YOUR BEHALF, INCLUDING THROUGH A CPANEL PARTNER OR CPANEL DISTRIBUTOR, FOR THE SOFTWARE UNDER THIS AGREEMENT AND (B) USD 1,000; PROVIDED, HOWEVER, THAT FOR ANY BREACH OF THE LIMITED WARRANTY OF SECTION 6.2, YOUR SOLE AND EXCLUSIVE REMEDY AND CPANEL'S ENTIRE LIABILITY SHALL BE FOR CPANEL, AT CPANEL'S ELECTION AND WITHIN ITS SOLE DISCRETION, TO USE COMMERCIALLY REASONABLE EFFORTS TO (A) SUPPLY YOU WITH A REPLACEMENT COPY OF THE SOFTWARE THAT SUBSTANTIALLY CONFORMS TO THE DOCUMENTATION INCLUDED WITH THE SOFTWARE; OR (B) REFUND TO YOU YOUR LICENSE FEE FOR THE SOFTWARE; PROVIDED THAT YOU REPORT ANY NON-COMPLIANCE WITH THE LIMITED WARRANTY OF SECTION 6.2 IN WRITING TO CPANEL NO MORE THAN 90 DAYS FOLLOWING DELIVERY OF THE SOFTWARE TO YOU. SHOULD SOFTWARE BE PROVIDED TO YOU AT NO CHARGE, THE AGGREGATE LIABILITY OF CPANEL, ITS AFFILIATES AND ITS LICENSORS (TAKEN TOGETHER) FOR DAMAGES, AS SET OUT IN THIS PARAGRAPH SHALL BE $1,000. CPANEL SHALL HAVE NO LIABILITY FOR DIRECT DAMAGES FOR BETA VERSION OR TRIAL VERSION SOFTWARE.

8. Indemnification.

You shall indemnify, defend and hold harmless cPanel and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns and cPanel affiliates (and their directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the "cPanel Parties") from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the cPanel Parties or any one of them in connection with any claims, suits, actions, demands or judgments (Claims) related directly or indirectly to or arising out of (a) a breach of Your representations, warranties or obligations under this Agreement; (b) in the event that You sublicense the right to use the Software to any Third Party Users pursuant to Section 2.2 (Sublicensing), (i) a breach of a Third Party User's representations, warranties or obligations under any provisions in a Third Party Agreement relating to cPanel or the Software; and (ii) any Claims based upon or arising from any allegation that a Third Party User was harmed due to any termination, suspension or disabling of such user's access to the Software by cPanel pursuant to the terms and conditions of this Agreement; provided, however, that in any such case cPanel or its affiliates, as applicable, (x) provide You with prompt notice of any such claim; (y) permit
You to assume and control the defense of such action upon Your written notice to cPanel of Your intention to indemnify; and (z) upon Your written request, and at no expense to cPanel or its affiliates, provide to You all available information and assistance reasonably necessary for You to defend such claim. You will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to the cPanel Parties, without cPanel's prior written consent, which will not unreasonably be withheld. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by cPanel or its affiliates in connection with or arising from any such claim. The foregoing obligations shall not apply to the extent that a Claim results from the negligence or willful misconduct of any cPanel Party or from a breach of this Agreement or of Applicable Law by any cPanel Party.

9. Miscellaneous.

9.1. Force Majeure. No party will be liable for any failure or delay in performance of any of its obligations hereunder if such delay is due to acts of God, pandemic, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection or intervention of any government or authority; provided, however, that any such delay or failure will be remedied by such party as soon as reasonably possible. Upon the occurrence of a force majeure event, the party unable to perform will, if and as soon as possible, provide written notice to the other parties indicating that a force majeure event occurred and detailing how such force majeure event impacts the performance of its obligations.

9.2. Independent Contractors. It is the intention of the parties that cPanel and You are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between cPanel and You.

9.3. Choice of Law; Venue; Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof. Any dispute or claim arising out of or in connection with the Agreement shall be finally settled and exclusively by the state or federal courts located in Harris County, Texas. For purposes of this Agreement, You and cPanel hereby irrevocably consent to exclusive personal jurisdiction and venue in the federal and state courts in Harris County, Texas. However, to the extent the DPA referred to in Section 9.17 applies, the jurisdiction and venue provisions of the DPA shall govern the DPA. Those jurisdiction and venue

provisions shall be limited only to the DPA. This Section 9.3 shall apply to all other provisions of this Agreement.

9.4. Entire Agreement. This Agreement, together with all Exhibits hereto and the DPA referred to in Section 9.17, 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.

9.5. Basis of Bargain. Section 6.2 (Limited Warranty), Section 7 (Limitation of Liability) and Section 8 (Indemnification) are fundamental elements of the basis of the agreement between cPanel and You and shall inure to the benefit of cPanel. cPanel would not be able to provide the Software on an economic basis without such limitations.

9.6. 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 affect 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.

9.7. Amendment or Modification. cPanel may amend this Agreement with effect for the future. cPanel will notify You of any amendment in accordance with Section 9.12, or by notice in the Software or in the Manage Interface, at least 30 days before the amendment takes effect, and will publish the amended Agreement on www.cpanel.net. If You object to the amendment in writing before it takes effect, the version of this Agreement previously in effect continues to apply to You until the end of Your then-current Term, and the amended Agreement applies as of the next renewal of Your license. If You do not object before the amendment takes effect, the amendment is deemed accepted. cPanel will point out this consequence in the notification. Amendments that are required to comply with Applicable Law or an order of a competent authority, or that are exclusively to Your advantage, take effect upon notification. Any dispute is governed by the version of this Agreement in effect at the time the circumstances giving rise to the dispute occurred. Additionally, this Agreement may not be amended, modified, or supplemented by You in any manner, except by an instrument in writing signed and agreed to by cPanel.

9.8. Assignment. This Agreement may not be assigned, transferred, delegated, sold or otherwise disposed of, including, without limitation, by operation of law, other than as expressly set forth in this Section 9.8. This Agreement may be assigned, transferred, delegated, sold or otherwise disposed of in its entirety: (a) by cPanel in its sole discretion; (b) by You with the prior written consent of cPanel; and (c) as set forth in Section 2.3 (Transfer of License). In addition, cPanel may delegate its performance under this Agreement in whole or in part to one or more affiliates, provided that cPanel will remain liable and responsible for any performance or obligation so delegated. A party's permitted successors or assignees must agree as a condition precedent to any assignment, transfer or delegation to fully perform all applicable terms and conditions of this Agreement. No party may assign this Agreement to any entity that lacks sufficient assets and resources to continue to perform, to contractually required standards, all assigned obligations for the remainder of the Term. This Agreement will be binding upon and will inure to the benefit of a party's permitted successors and assigns. Any purported assignment, transfer, delegation, sale or other disposition in contravention of this Section 9.8, including, without limitation, by operation of law, is null and void.

9.9. Waiver. Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. No party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving

party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

9.10. Remedies Cumulative. Except as expressly set forth herein, no remedy conferred upon the parties by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

9.11. No Third Party Beneficiaries. Except as set out in the following sentence, this Agreement is made for the benefit of the parties only, and this Agreement is not for the benefit of, and was not created for the benefit of, any third parties including, without limitation, any Third Party Users. The cPanel Parties (as defined in Section 8) and the licensors of cPanel are intended third party beneficiaries of Sections 6.3 (Disclaimer), 7 (Limitation of Liability), 8 (Indemnification) and of the indemnification provisions of Section 10, and each of them may enforce these provisions directly against You. The consent of any third party is not required to amend or terminate this Agreement.

9.12. Notices. All notices or questions relating to this Agreement shall be directed to: WebPros International L.L.C., Attn: Legal Department, , 1100 W 23rd St., Suite 153, Houston TX, 77008. Any notice required to be given under this Agreement shall be deemed given by cPanel when sent to You by email, telephone, fax, or mail to the contact information supplied by You to cPanel in the Pricing and Term Agreement or other pricing document. You may update such information from time to time upon written notice to cPanel at the address in this Section 9.12. Any failure by You to provide cPanel with updated contact information will not invalidate the effectiveness of any notice sent by cPanel to the contact information previously supplied by You.

9.13. Notice to U.S. Government Users. The Software and any associated documentation are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

9.14. Third Party Software. The Software contains third party software the use of which requires Your agreement to additional terms and conditions with respect to such third party software. The terms and conditions for such third party software used in cPanel & WHM are located in their respective source files at /usr/local/cpanel/src/3rdparty/ arranged by license type.

9.15. Export Controls. The parties agree to comply fully with all Applicable Laws on export control and sanctions of the United States, the European Union, the United Kingdom, Switzerland and any other country to or from which a party is shipping, in connection with the import, export or re-export, directly or indirectly, of the Software in connection with this Agreement. You specifically agree that You shall not, directly or indirectly, supply, make available or permit any other party to supply, make available, access or use the Software, including any AI Feature, (a) in or to any country or region that is the subject of comprehensive sanctions or an embargo under the laws of the United States, the European Union, the United Kingdom or Switzerland (at the date of this EULA, including Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People's Republic and so-

called Luhansk People's Republic regions of Ukraine and the non-government controlled areas of the Kherson and Zaporizhzhia oblasts of Ukraine), (b) in or to the Russian Federation or Belarus, (c) to any individual or organization that is listed on, or owned 50 percent or more or controlled by one or more persons listed on, the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the EU Consolidated Financial Sanctions List, the UK Consolidated List of Financial Sanctions Targets, the sanctions lists maintained by the Swiss State Secretariat for Economic Affairs (SECO) or any comparable list, or that is otherwise the subject of a legal measure providing for the blocking of property or generally prohibiting transactions with it, or (d) for any end use prohibited under applicable export control laws. You represent and warrant that neither You nor any Third Party User or End User to whom You make the Software available falls under (c). The use of the AI Features is additionally subject to the regional availability restrictions and usage policies of the third-party model vendors as referenced in the documentation associated with the Software, and individual AI Features may therefore be unavailable in certain countries or regions. cPanel may suspend or terminate access to the Software, in whole or in part, without liability where this is necessary to comply with this Section 9.15.

9.16. Time-Limited Claims. To the extent permitted by Applicable Law, You agree that any claim or cause of action arising out of or related to the Software or this Agreement must be filed within two years after such claim or cause of action accrued or be forever barred.

9.17. Data Protection. To the extent cPanel or any of its affiliates processes personal data on Your behalf in connection with the Agreement, including in connection with the AI Features and MCP Support, the WebPros Data Processing Agreement published at https://www.cpanel.net/legal-notices/ in its version in force from time to time (DPA) applies. The DPA is hereby incorporated into this Agreement by reference. cPanel may update the DPA, in particular to reflect changes in Applicable Law, in the guidance of competent supervisory authorities, in the Software or in the sub-processors engaged. cPanel will notify You of any update that materially reduces the level of protection of personal data at least 30 days before it takes effect, in accordance with Section 9.12. If You object to such update in writing before it takes effect, the previous version of the DPA continues to apply to You until the end of the then-current Term. Updates that are required to comply with Applicable Law or an order of a competent authority, or that are exclusively to Your advantage, take effect upon publication. The addition or replacement of sub-processors is governed exclusively by the DPA. Previous versions of the DPA are available from cPanel on request. Where You process personal data on behalf of a third party, in particular on behalf of Third Party Users or End Users, cPanel acts as Your sub-processor in accordance with the DPA. In the event of a conflict between the DPA and any other provision of this Agreement with respect to the processing of personal data, the DPA prevails. In all other respects, the WebPros Privacy Policy applies.

10. Software Specific Terms.

The following provisions apply only to the Software described in this section.

10.1. Site Quality Monitoring.

10.1.1. Availability . The functions provided by the Software will be available as set out in the Software's documentation. From time-to-time aspects of the Software will not be available due to planned maintenance or updating. There is no service level associated with the Software.

10.1.2. Deletion of Records . Upon termination, and subject to Section 5.5 (Switching and Data Retrieval for Hosted Components), all records associated with the Software's functions will be deleted after expiry of the applicable data retrieval period. Following such deletion, You will not have access to any historical monitoring information.

10.1.3. Facilitating the Operation of the Site Quality Monitoring Software . Aspects of the Software require access to Your, or the End User's, processes, and network services in order to function properly. It is Your, or Your End User's, obligation to configure these processes and network services in accordance with the documentation associated with the Software. Failure to do so will cause the operation of the Software to degrade or not function properly. cPanel is not responsible for such a degradation or failure to operate, and is not obligated to provide support to address this issue.

10.1.4. High Risk Activities . The Software covered by this subsection is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, weapons systems, health care facilities or operations (including, but not limited to, physician's offices), or any other software, system or service, in which the failure, or non-operation of the Software for any period of time, could lead, directly or indirectly, to death, personal injury, or severe physical or environmental damage. cPanel and any third parties providing technology incorporated into the Software specifically disclaim any express or implied warranties of fitness for such activities.

10.2. SiteJetBuilder

10.2.1. Content Ownership. The Software provides You or Your End Users with the ability to upload User Content. User Content includes, but is not limited to, text, photos, images, music, audio, videos, fonts, logos and any other material. To the extent the User Content is owned by You, or End Users, You own the exclusive Intellectual Property Rights in it. When User Content is provided to us, a non-exclusive, worldwide, perpetual, irrevocable, royalty- free, sublicensable, transferable right and license to use, host, store reproduce, modify, create derivative works of, communicate, publish, publicly display, publicly perform and distribute it for the purposes of operating the Software is granted to cPanel and any third parties who need such a license for the Software to operate. To the extent You or End Users cannot provide this license to us, or any third party cPanel uses to provide the Software, You agree to indemnify cPanel as set out in this EULA.
It is Your, or the End User's, sole and exclusive obligation to determine that the User Content complies with the terms of this EULA. The entity that provides cPanel with the User Content represents and warrants that it owns all rights to it, of if not owned, a current, and continuing, license to use, share display, transfer and license the User Content in the manner set out in this EULA, and in the documentation associated with the Software. It is expressly understood that the User Content will be made public, and is for the purpose of creating a public website. Further, You will promptly obtain, and upon cPanel's request provide to us, confirmation that You have received all "Required Consents." "Required Consents" are any consents or approvals required to give us, and if necessary, cPanel's subcontractors, the right or license to access, use and/or modify, User Content. If You fail to provide cPanel with the Required Consents, and cPanel is unable to perform the Services as a result, You will remain responsible for the Fees accrued to this point.
The entity providing the User Content represents and warrants that the use of the User Content by the Software, and transmission, if applicable to third parties, does not, and will not, infringe or violate the rights of any third party. This representation and warranty includes, but is not

limited to, any copyrights, trademarks, privacy rights, publicity rights, contractor rights, trade secrets, or any other intellectual property or proprietary rights.

The user of the Software is solely and exclusively responsible for the products and services provided using the Software, and complying with any Applicable Laws or regulations associated with such a use.

You shall indemnify and hold harmless cPanel against all claims of third parties based on allegations that User Content, or the use of User Content by the Software in accordance with this Agreement, infringes Intellectual Property Rights or other rights of third parties, including reasonable costs of defense. This indemnity is not subject to any limitation of liability. It does not apply to the extent the claim results from intent or negligence of cPanel.

10.2.2. Integrations. The Software provides integration with various third party services (Integrations). Integrations may make content, services, products and software available to You. cPanel may receive a revenue share from Your use of Integrations. Providers of Integrations will have their own terms of use, and Your use of the Integrations will be governed by them. Providers of Integrations may also have their own privacy policies and use data differently than the Software. It's Your obligation to review these and ensure that You can comply with them, and that their use of data meets Your expectations and legal obligations. Integrations are provided at cPanel's discretion. cPanel has no liability whatsoever for discontinuing to provide them, or a change in cPanel's Software that results in diminishing, or discontinuing, their use.

10.2.3. Compliance with the law. Operating a website requires complying with complex laws and regulations. It is Your obligation to determine which laws apply to the use of the Software, and the end results. Compliance includes, but is not limited to, data protection and security laws, privacy laws that apply both to the use of the Software, and operation of websites and processing of data both in the jurisdiction in which contracting parties and end users are based, "cookie" laws, marketing laws and regulations, as well as industry specific regulations such as HIPAA. Under no circumstances shall the Software be used to create of facilitate the operation of websites that market to individuals under the age of 18 years old, to disseminate pornographic images or text, or to market or distribute products or substances that are controlled by U.S. Federal law. A determination that the use of the Software is in violation of this paragraph shall be committed to the sole and exclusive discretion of cPanel.

10.2.4. Intellectual Property and Abuse Compliance. You will respect the intellectual property of others and respond to notices of alleged infringement of intellectual property rights or other abuse. Your response will be expeditious, comprehensible, and documented. cPanel reserves the right to terminate the use of the Software if it determines it is being used in violation of recognized intellectual property rights, or is being used in a way that cPanel, in its sole and exclusive discretion, determine to be abuse.

10.2.5. Templates . The Software includes design elements that facilitate the creation of a web presence (Templates). Templates include, but are not limited to, layouts, overlays, photographs, fonts, images, and text. cPanel owns, or has the right to use, the Templates. Provided that You pay the fees and otherwise comply with the terms of this EULA, cPanel hereby grants You a limited, non-exclusive, non-transferable license, sublicensable solely to Your End Users for use in accordance with this Agreement, to use, copy, modify, or create derivative works based on the Templates generated as a result of Your use of the software, including generated websites, and designs as long as an active subscription exists. The Templates may only be used in conjunction with the Services, are not transferrable, may not be used to compete with cPanel or any company affiliated with cPanel, and will be disabled upon Termination of this EULA. There can be no claim against cPanel, or any entity affiliated

with cPanel, that a change in the Templates, or the cessation of the ability to use any aspect of them, or the Templates in their entirety, has damaged Your or an End User's business. cPanel's sole and exclusive liability for a claim that it does not have the right to license the Templates to You or an End User, is to secure the rights for You to use the Template, or if that is not feasible, in cPanel's sole and exclusive discretion, refund the fee attributable to the Template, paid for the period in which such a use was not feasible.

10.2.6. Communication. Use of the Software requires that You maintain with us, and on any resulting website, a working means of receiving communication about Your website. At a minimum, this shall include an email address that is monitored daily and a telephone number capable of receiving phone calls and recording voice mail.

10.3 cPanel AI Features (WebPros Nova and cPanel AI)

These Special Conditions apply to the AI Features, being (a) WebPros Nova, an AI-based prompt-driven service for the generation of source code for web applications, websites, website components and images ("Nova"), and (b) cPanel AI, being the AI-enabled functionality embedded in the Software as described in this Section 10.3. Except where a provision is expressly limited to Nova or to cPanel AI, these Special Conditions apply to all AI Features. In the event of inconsistencies, these Special Conditions shall prevail, save that Sections 6.3 (Disclaimer), 7 (Limitation of Liability), 8 (Indemnification) and 9.3 (Choice of Law; Venue; Jurisdiction) shall continue to apply in full.

10.3.1 Subject Matter of the Service and Service Description. WebPros Nova is an AI service operated by cPanel, enabling Users to generate, modify and refactor source code for web applications, websites and images by means of natural-language prompts. Nova functionalities offered by cPanel are strictly limited to the aforementioned. Any use of Nova beyond these limited purposes is prohibited and unlicensed.
Hereunder, Nova is licensed for deployment and use by You on the Licensed Server(s) in accordance with the Agreement. Any services provided by WebPros or its affiliates as part of WebPros Cloud, including Nova where it is provided as a WebPros Cloud service, are governed exclusively by the WebPros Cloud General Terms and Conditions as published by WebPros from time to time at https://www.webpros.com/legal/ or such other URL as WebPros may designate ("Cloud GTC") and are not subject to this Agreement. Where the Software, including any AI Feature, is installed and used on infrastructure provided under WebPros Cloud, this Agreement governs the license to and the use of the Software, and the Cloud GTC govern the provision of the WebPros Cloud infrastructure and services. In the event of a conflict, the Cloud GTC prevail with respect to the WebPros Cloud services and this Agreement prevails with respect to the Software. You do not receive access to the underlying infrastructure, foundation models or training data.
Nova relies on certain third-party General Purpose AI (GPAI) / Large Language Models (LLMs) via application programming interfaces (APIs). Depending on the specific Nova functionality, the following LLMs are currently used:

AI Image Generation	Google Gemini
Nova for WordPress	Anthropic Claude, Google Gemini, OpenAI
Web Application Generation	Anthropic Claude, Google Gemini and OpenAI

The utilized LLMs may be changed by cPanel at any time to add, improve, expand or repair Nova functionalities, subject to the notification and objection rights under the Data Processing Agreement referred to in Section 9.17. The use of own LLM APIs (BYO) is not supported.

cPanel remains your contractual service provider. However, any changes to or outages of the underlying LLMs may cause Nova functionalities to be temporarily or permanently unavailable. By using WebPros Nova, you acknowledge and accept such risk and, except to the extent such damages result from the negligence or willful misconduct of cPanel, will not make any claims against cPanel for any damages resulting from changes to the underlying LLMs.

The use of AI systems / LLMs may result in errors, distortions, or unintended inaccuracies. cPanel therefore cannot guarantee the complete accuracy, objectivity, or impartiality of content generated by AI. The information provided should therefore be critically reviewed. The accuracy of output is tied to the accuracy of the underlying LLMs, which, depending on the type of test and the specific LLM assessed, may drop below 50%.
It is therefore in your own interest to check the plausibility of the information generated by AI Systems. This is particularly important in order to avoid damage resulting from injury to life, limb or health. You will observe this and point this out to other users of Nova under your control.

10.3.2 cPanel AI: Subject Matter and Service Description. cPanel AI is the collective designation for the AI-enabled functionality embedded in the Software, comprising in particular (a) the cPanel AI Assistant, which answers questions, provides step-by-step guidance, performs read-only diagnostics on the account of the signed-in user and, where and to the extent enabled by You, proposes and, following the express confirmation of the signed-in user, executes a defined set of low-risk configuration actions within that account; (b) AI App Hosting, which deploys applications to an account, including applications created with third-party AI tools; (c) MCP Support, which permits an AI client selected by You or by the End User to interact with the Software by way of a Model Context Protocol endpoint operated by cPanel or its affiliates, whether at server administrator level or at end user level, and in each case within the permissions available to the linked account and within the scope permitted by the feature configuration applicable to that account; and (d) the AI-enabled elements of the Meridian interface, including guided onboarding. cPanel AI functionalities offered by cPanel are strictly limited to the aforementioned. Any use of cPanel AI beyond these limited purposes is prohibited and unlicensed.
cPanel AI relies on third-party General Purpose AI (GPAI) / Large Language Models (LLMs) accessed by way of application programming interfaces and orchestrated through infrastructure operated by cPanel or its affiliates. Inference does not take place on the Licensed Server. You do not receive access to the underlying infrastructure, foundation models or training data. cPanel may add, replace, remove or otherwise change the models, model versions and model vendors used for any AI Feature at any time. Where personal data is processed on Your behalf, the model vendors act as sub-processors of cPanel, cPanel will inform You of any intended addition or replacement of a model vendor in accordance with the Data Processing Agreement referred to in Section 9.17, and You may object to such change as provided therein. Beyond this, no consent requirement, warranty claim or right of termination arises from any such change. The use of Your own LLM APIs (BYO) is not supported, save that MCP Support operates with an AI client and model selected by You or by the End User, for which cPanel assumes no responsibility of any kind.
The AI Features are made available on a feature-flagged basis. cPanel may make individual AI Features available, restrict them, phase them, condition them on a separate license or fee, suspend them or discontinue them at any time, in whole or in part, generally or for individual accounts, licenses, regions or release tiers, without liability and without any right to a refund. No service level applies to the AI Features. Availability may additionally be limited by usage quotas, credits or rate limits as published by cPanel from time to time.
You determine whether and to what extent the AI Features are made available to Your Third Party Users and End Users, in particular by way of the feature management functions of the Software, including the setting that permits the cPanel AI Assistant to perform actions. It is Your

sole responsibility to configure, review and document those settings and to satisfy Yourself as to the defaults applicable to them.
The functionality that is reachable through the AI Features, including the functionality reachable by an AI client through MCP Support, is determined by the feature configuration applicable to the relevant account, as described in the documentation associated with the Software. You set that configuration by way of the feature management functions of the Software and the hosting package assigned to the account. Where You permit it, the functionality reachable through MCP Support corresponds to the functionality otherwise available to the relevant account through the Software.
cPanel may extend, reduce or otherwise change the functionality reachable through the AI Features at any time, in its sole discretion, including as part of an Update. Functionality so added is reachable within the applicable feature configuration unless and until You restrict it. You shall review the feature configuration applicable to each account after each Update and adjust it without undue delay where necessary. cPanel bears no responsibility for any consequence of a feature configuration that You have set, retained or failed to adjust, and no notice, consent, warranty claim or right of termination arises from any change made under this paragraph.
MCP Support includes the hosted WebPros MCP Connector, which is operated on behalf of cPanel by its affiliate WebPros International GmbH on infrastructure of the WebPros group and not on the Licensed Server, and through which an AI client may act on the servers linked to a WebPros account, irrespective of where those servers are hosted, on information relating to that WebPros account and, where a user connects with a cPanel panel token, on the cPanel account of that user (MCP Connector). The MCP Connector forms part of the AI Features. A user may end a connection at any time as described in the documentation associated with the Software.
cPanel may require each user who connects an AI client to the MCP Connector, including any Third Party User or End User who connects with a panel token, to accept the provisions of this Section 10.3 that apply to MCP Support directly upon first connection. Such acceptance is in addition to, and does not relieve You of, Your obligations under Sections 2.2.3 and 10.3.7.
The provider of an AI client connected to the MCP Connector acts in its own responsibility and under its own terms and privacy notice, and is neither a sub-processor nor a subcontractor of cPanel. Data returned by the MCP Connector to the AI client is transmitted on the instruction of the user who connected that AI client, and cPanel has no influence on its further processing.
cPanel records the tool calls made through the MCP Connector, including the results returned to the AI client, and makes these records available to the respective user in an activity log, as further described in the WebPros Privacy Policy and in the DPA referred to in Section 9.17.

10.3.3 Licensing and Rights to Generated In- and Output. cPanel grants you a non-exclusive, non-transferable and time-limited right to use Nova during the term of the underlying license contract.
Subject to mandatory third-party rights and open-source licenses, all intellectual property rights in and to the generated output (if any) vest in you. You however acknowledge that AI-generated output may not be unique, true or correct and that similar or identical output may be generated for other users.
User prompts, entered into any AI Feature, together with the corresponding AI Output and related technical metadata, may be stored and processed by cPanel for security, abuse prevention, compliance or auditing purposes, and for statistical purposes only in aggregated form or on the basis of technical metadata. However, entered data will not be used to train the underlying LLMs, unless otherwise specifically agreed to the contrary. Records maintained under this paragraph are held by cPanel. Save as expressly set out in the documentation associated with the Software, they are not made available to You, to Third Party Users or to End Users, and cPanel gives no undertaking as to their scope, completeness or format. Such records are retained for the periods stated in the documentation associated with the Software

or in the WebPros Privacy Policy. You will make sure you will exclusively use the AI Features for legitimate purposes, in accordance with the WebPros Acceptable Use Policy.

10.3.4 Obligations of the Customer. The WebPros Acceptable Use Policy applies to the use of all WebPros products, including Nova. In furtherance, you shall not use Nova for generating unlawful, infringing, deceptive or malicious content or code. If cPanel finds any Nova output to be in non-compliance with the WebPros Acceptable Use Policy, cPanel reserves the right to remove output, delete websites or code, temporarily or permanently suspend access to Nova or do any other action deemed appropriate or necessary to remediate the non-compliance in its own and exclusive discretion.

You are solely responsible for reviewing, testing, validating and securing generated code before productive deployment.

WebPros Nova is not designed to handle personal data, confidential information or trade secrets. You shall refrain from including these types of data in any input, unless explicitly lawfully permitted.
cPanel AI processes configuration and account data of the signed-in user to the extent necessary to perform the requested task. Neither You nor any Third Party User or End User shall submit personal data, confidential information or trade secrets to any AI Feature beyond what is strictly necessary for that task.
In respect of the cPanel AI Assistant and MCP Support You acknowledge and agree that (a) an action is executed only upon the confirmation of the signed-in user or, in the case of MCP Support, upon the instruction of an AI client authorized by You or by the End User; (b) the signed-in user is solely responsible for reviewing the proposed action and its stated target before confirming it, and any action so confirmed or so instructed is deemed the act of the signed-in user or, in the case of MCP Support, of the holder of the account or administrator credential under which the AI client is connected, and is attributable to You or to the relevant End User and not to cPanel; (c) keys, tokens and credentials issued for MCP Support are confidential access credentials, are not to be shared, and You and Your End Users bear the entire risk of any action performed through an AI client connected by way of MCP Support, including any AI client supplied by a third party, and where MCP Support is connected at server administrator level the connected AI client may act with the privileges of that administrator in respect of every account on the Licensed Server, which You accept as Your sole risk; (d) an action performed through MCP Support may include an action that cannot be undone, to the extent the applicable feature configuration permits it, and cPanel gives no undertaking that any confirmation, review, approval or reversal step applies to any such action; and (e) the AI Features are not a substitute for backups, testing or administrative review, and You shall maintain independent backups before permitting any AI Feature to make changes.
You acknowledge that the AI Features may process content originating from Your systems or from third parties, including websites, files, log data, electronic mail content and support tickets, and that such content may contain instructions intended to influence the behavior of an artificial intelligence system. cPanel gives no warranty that the AI Features will detect, resist or disregard such content. You are responsible for the content that You and Your End Users make available to the AI Features.
Neither You nor any Third Party User or End User shall remove, disable, alter, obscure, translate, re-label, suppress by theming, white-labeling or custom style sheets, or otherwise interfere with, any notice, disclosure, label, watermark, provenance metadata or other marking applied by or on behalf of cPanel to indicate that a functionality is an artificial intelligence system or that content has been artificially generated or manipulated. This obligation applies at every interface layer, including any interface that You supply under Your own brand.
Neither You nor any Third Party User or End User shall use the AI Features or any AI Output to develop, train, fine-tune, improve, evaluate or benchmark any competing artificial intelligence

system, model or service, or to extract, reverse engineer or otherwise derive the underlying models, weights, system instructions or prompts.

10.3.5 Restriction on High-Risk Use Cases

You shall not use, and shall not permit any third party to use, WebPros Nova or any other AI Feature, including any AI-based features, prompt-based functionalities, models, integrations, generated outputs, APIs or related services for any purpose that qualifies as a high-risk purpose within the meaning of Regulation (EU) 2024/1689 on Artificial Intelligence, in particular pursuant to Article 6 in conjunction with Annex III of the AI Act.

The AI Features are offered as services, utilizing different general-purpose, prompt-driven AI models to support software development, content generation, analysis and automation tasks in a non-regulated, low-risk business environment. The AI Features are not designed, trained, validated, certified or contractually intended for use as, or in connection with, high-risk AI systems under the AI Act. Any use of AI Features for such high-risk purposes is strictly prohibited and excluded from the scope of this Agreement.

In accordance with the provisions of the AI Act and without limitation, the AI Features, their Outputs or any derived results shall not be used in connection with (non-exhaustive list):

- Biometric identification or biometric categorization of natural persons, including any form of remote biometric identification or authentication;
- Employment-related decision-making, including recruitment, applicant screening, performance evaluation, promotion, termination, workforce management or task allocation affecting workers or self-employed individuals;
- Eligibility assessments for essential private or public services, including credit scoring, lending decisions, insurance underwriting, access to housing, social benefits, or educational admissions;
- Medical or healthcare-related use cases, including diagnosis, treatment decisions, clinical recommendations, triage or any application impacting patient health or safety;
- Law enforcement, border control, migration or asylum contexts, including profiling, risk assessment, predictive analysis or credibility evaluation of individuals;
- Judicial, quasi-judicial or democratic processes, including assistance in judicial decision-making, legal adjudication, or influencing electoral behavior or fundamental rights.

You act as the deployer of the AI Features within the meaning of Article 3(4) of the AI Act and bear exclusive responsibility for determining the suitability, legality and regulatory classification of its specific use cases. cPanel makes no representations or warranties, express or implied, that the AI Features or their outputs are compliant with, or suitable for, the intended purpose. You shall ensure that you are authorized to use the content transmitted to the System, whether prompts, texts, drawings, photographs, etc, for this purpose. The System will not check the permissibility of the use of the data transmitted by you.

Any breach of the EULA or especially these Special Terms shall constitute a material breach of the license and entitle cPanel to immediately suspend or terminate your access to the AI Features without liability or refund.

10.3.6 AI Act Roles and Responsibilities. For the purposes of the AI Act, and as between the parties, the following allocation applies.

(a) cPanel acts as the provider of the AI Features within the meaning of Article 3(3) AI Act in respect of the AI Features as supplied by cPanel under the cPanel name and Trademarks.

(b) You act as the deployer of the AI Features within the meaning of Article 3(4) AI Act in relation to Your own use and to any other use of the AI Features under Your authority. To the extent You make the AI Features available to Your Third Party Users and End Users for use under their own authority, You act as distributor within the meaning of Article 3(7) AI Act, and You shall procure that such Third Party Users and End Users comply with the obligations of a deployer.

You are solely responsible for determining the suitability, legality and regulatory classification of Your specific use cases and those of Your Third Party Users and End Users, for the lawfulness of the data submitted to the AI Features, and for the discharge of all obligations incumbent upon a deployer, including, to the extent applicable, under Articles 4, 26, 50(3) and 50(4) AI Act.

(c) The allocation set out in this Section is declaratory of the position as between the parties. It does not affect any obligation that the AI Act imposes on either party by operation of law, and it does not relieve You of any obligation arising from the manner in which You in fact make the AI Features available.

(d) You acknowledge that if You supply any AI Feature under Your own name or trademark, place Your own name or trademark upon it, modify it substantially, or change its intended purpose, You may thereby become a provider within the meaning of Article 3(3) or Article 25 AI Act and assume the corresponding obligations in Your own right. Any such supply requires the prior written consent of cPanel and shall in every case be at Your sole risk and cost. No such consent is required where cPanel offers branding or white-label functionality for the Software and You use such functionality within the scope offered and documented by cPanel ("White-Label Use"), provided that the AI Features are not modified substantially, their intended purpose is not changed and all notices, disclosures, labels and markings referred to in this Section 10.3 remain displayed and unaltered. White-Label Use shall equally be at Your sole risk and cost.

(e) cPanel expressly specifies, for the purposes of Article 25 AI Act, that the AI Features are not intended to be, and are not to be changed into, high-risk AI systems within the meaning of Article 6 AI Act.

(f) The AI Features are not designed, trained, validated, certified or intended for use as, or as a safety component of, critical infrastructure or critical digital infrastructure within the meaning of point 2 of Annex III AI Act. They are used solely for non-safety-related aspects of user assistance, performance optimization, service efficiency, automation, convenience and quality control. Any use of an AI Feature in a manner that would cause it to perform a safety function is prohibited and outside the scope of this Agreement.

(g) Neither You nor any Third Party User or End User shall use any AI Feature for any practice prohibited under Article 5 AI Act, or for any purpose falling within Annex III AI Act, in either case without regard to whether the relevant provision has become applicable.

10.3.7 Pass-Through Obligations. Where You make any AI Feature available to a Third Party User or an End User, You shall, in addition to and without prejudice to the requirements of Section 2.2.3, and as a condition of that supply:

(a) inform each Third Party User and End User, before or at the commencement of their first use, that the relevant functionality is an artificial intelligence system and that its output is probabilistic and may be inaccurate, incomplete, insecure, infringing or unfit for any particular purpose;

(b) incorporate into Your own terms of service and privacy notice the substance of the customer obligations, the AI Act role allocation and the EU AI Act transparency provisions set out in this Section 10.3, and adopt required legal wording, in the language versions in which they are supplied;

(c) impose upon each Third Party User and End User, in binding form, the prohibitions set out in this Section 10.3, including the prohibition on interfering with AI notices and markings, the prohibition on high-risk and prohibited uses and the prohibition on competing model development;

(d) where any AI Output is published, disseminated or otherwise made available to the public, ensure that any applicable obligation of a deployer under Article 50(4) AI Act is passed to, and discharged at, the level at which the AI Output is published, and that any marking applied pursuant to Article 50(2) AI Act is not removed or altered;

(e) take measures to support the development of AI literacy of Your own staff and of other persons dealing with the operation and use of the AI Features on Your behalf, in accordance with Article 4 AI Act; and
(f) maintain a contact point capable of receiving and processing reports from Your Third Party Users and End Users concerning malfunctions, incorrect AI Output, misuse and attempted circumvention of the AI Features, and notify cPanel without undue delay of any such report that indicates a systemic defect in an AI Feature or a risk to health, safety or fundamental rights.
In addition, where You permit any Third Party User or End User to use MCP Support, You shall impose upon that user, in binding form, the acknowledgements set out in Section 10.3.4 in respect of MCP Support, and inform that user that cPanel may require direct acceptance of the provisions applicable to MCP Support in accordance with Section 10.3.2.
cPanel is a third party beneficiary of the provisions required by this Section with the full right to enforce them. Nothing in this Section constitutes an assumption by cPanel of any obligation of a deployer or of any obligation arising at the level at which AI Output is used, published or made available.

10.3.8 Cooperation with Authorities. Each party shall cooperate with the other, and shall provide such information and assistance as the other may reasonably require, in connection with any enquiry, request for information, investigation or inspection by a market surveillance authority, the European AI Office, the European Commission or any other competent supervisory authority concerning the AI Features. You shall notify cPanel without undue delay, and in any event within five business days, of any such enquiry that relates to an AI Feature, and shall not make any statement or admission on behalf of cPanel. cPanel may, at its discretion, participate in the response. Each party bears its own costs, save where the enquiry arises from that party's breach of this Agreement.

10.3.9 Technical Requirements. The provision and operation of the internet access required for the use of AI Features, the internet connections (bandwidth, stability), and the necessary end-user equipment (Servers, PC equipment, server infrastructure, mobile devices) are not covered by these terms. You are solely responsible for the provision and maintenance of these components.

- The existence of a Partner NOC Agreement is a prerequisite for setting up and accessing Nova and Nova for WordPress. The other AI Features are included in the license for the Software, subject to the further requirements set out in this Section.
- A standard, up-to-date internet browser is required to access AI Features.

Access to individual AI Features may additionally require the Meridian interface, a linked WebPros account, a separate license or subscription and the enablement of the corresponding feature by You.

cPanel assumes no warranty or liability for the dysfunctionality or inaccessibility of Nova if this is due to inadequate or unfulfilled technical requirements on your part (e.g., insufficient bandwidth or an outdated browser version).

10.3.10 Indemnification. You indemnify, defend and hold harmless cPanel, its affiliated companies, and their respective directors, officers, employees and agents from and against any and all claims, demands, damages, losses, liabilities, administrative fines, regulatory penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with any act or omission of You, a Third Party User or an End User relating to:

- the use of any AI Feature in violation of these terms or the Acceptable Use Policy;
- the deployment of any AI Feature as or in connection with a high-risk AI system under the AI Act;

- any failure to comply with applicable AI-related laws, regulations or regulatory obligations, or
- any claims for infringement of intellectual property of others arising from prompts, content or other input supplied by You, a Third Party User or an End User, or from the use, modification, deployment or publication of AI Output by You, a Third Party User or an End User without the review required under this Section 10.3 or otherwise in breach of this Agreement;
- any action executed by an AI Feature following confirmation by a signed-in user or upon instruction by an AI client authorized by an End User;
- any removal of, alteration of, interference with or failure to display any AI notice, disclosure, label or marking contrary to this Section 10.3; or
- Your supply of any AI Feature under Your own name or trademark, and any obligation that You assume as a provider under Article 25 AI Act in consequence.

The foregoing indemnity shall not apply to the extent that the relevant claim, damage, loss, fine or penalty results from the negligence or willful misconduct of cPanel or its affiliates, from a breach of this Agreement by cPanel or from a failure of cPanel to comply with its obligations as provider under the AI Act. Administrative fines and regulatory penalties are covered only to the extent they are imposed as a result of a breach of this Agreement or of Applicable Law by You, a Third Party User or an End User. The procedural requirements of Section 8 (notice, control of the defense and settlement) apply to any indemnity claimed under this Section 10.3.

10.3.11 EU AI Act Transparency. The AI Features are artificial intelligence systems within the meaning of the AI Act and are currently classified as limited-risk AI systems. They are not high-risk AI systems within the meaning of Article 6 AI Act and are not, and are not intended to be, general purpose AI models within the meaning of Article 3(63) AI Act.

- cPanel designs and develops the AI Features intended to interact directly with natural persons in such a way that the natural persons concerned are informed that they are interacting with an AI system, as required by Article 50(1) AI Act. You, Your Third Party Users and Your End Users acknowledge that they are interacting with an AI system and not with a natural person when using the AI Features.
- The AI Features produce probabilistic output which may contain inaccuracies, vulnerabilities or outdated information and does not constitute professional advice.
- cPanel undertakes to implement reasonable technical and organizational measures aligned with applicable requirements for AI systems under the EU AI Act, including AI governance, logging and input/output monitoring, without warranting that any particular measure is implemented in respect of any particular AI Feature.
- cPanel may follow applicable Codes of Practice issued by the European AI Office for General Purpose AI where relevant.
- The Customer remains responsible for the lawful deployment, documentation and risk assessment of any AI-generated output.
- cPanel does not warrant that generated output is correct, complete, secure, non-infringing or fit for a particular purpose.
    - To the extent required by Article 50(2) AI Act, cPanel ensures that AI Output consisting of synthetic audio, image, video or text content is marked in a machine-readable format and detectable as artificially generated or manipulated, in accordance with the generally acknowledged state of the art. Where cPanel applies a machine-readable marking, watermark or provenance metadata to AI Output, or passes through such a marking applied by a model vendor, neither You nor any Third Party User or End User may remove, alter, obscure or circumvent it. Beyond the obligations of cPanel under Article 50(2) AI Act, cPanel gives no warranty that any marking conforms to any particular standard, or that any marking will survive export, download or downstream processing by You, Your Third Party Users or Your End Users.

- Where any AI Output is published, disseminated or otherwise made available to the public, the determination of, and compliance with, any applicable labeling or disclosure obligation of a deployer, including under Article 50(4) AI Act, rests with You and Your End Users. This is without prejudice to the obligations of cPanel as provider under Article 50(1) and Article 50(2) AI Act.
- cPanel may add, replace or discontinue the models, model versions and model vendors underlying any AI Feature at any time, subject to the notification and objection rights under the Data Processing Agreement referred to in Section 9.17. No warranty claim or right of termination arises from any such change.
- cPanel may suspend, restrict or disable any AI Feature, in whole or in part and for any account, license or region, where cPanel considers this necessary or appropriate for reasons of security, abuse prevention, legal or regulatory compliance, or the integrity of the Software, without liability and without any right to a refund.
- Nothing in this Section 10.3 shall be construed as an assumption by cPanel of any obligation of a deployer under the AI Act, or as a warranty that the AI Features or any AI Output comply with the requirements applicable to Your particular use case.
- Liability for damages arising from the use of AI-generated output is governed exclusively by the terms of the cPanel EULA.

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