



Website Service Specific Addendum

Last Updated: July 14, 2025

This Website Service Specific Addendum (this "**Addendum**") is entered into pursuant to, and is subject to the terms and conditions of, the General Terms of Service located at <https://www.tributetech.com/general-terms-of-service> (the "**General Terms of Service**") by and between the Client ("**you**," "**your**") and the applicable entity referred to in Section 25 of the General Terms of Service ("**we**," "**us**," "**our**"). Capitalized terms not defined herein shall have the meanings as defined in the General Terms of Service. By subscribing for and using the Website Services (defined below), you agree to be bound by this Addendum and the General Terms of Service.

1. **Service Description.** We will design, develop and provide a website (such services, the "**Website Services**" and such website, the "**Website**") for your use in connection with your business within the funeral services or deathcare industry.

2. **Discounted Services.** In consideration of the pricing rates for the Website Services as reflected in your Order Form or as otherwise in effect from time to time during the Term, which reflect discounting from our standard rates, you agree that our online marketplace for flowers and other sympathy gifts (the "**Tribute Store**"), will at all times remain enabled with respect to your Website and obituaries published thereon. In the event the Tribute Store is disabled during the Term, we may invoice you, and you acknowledge and agree to pay, our standard implementation and subscription fees for Website Services at our then-applicable rates from the date of such disablement going forward. Notwithstanding the foregoing and for the avoidance of doubt, disablement of the Tribute Store in connection with an individual obituary at the documented request of a decedent's next of kin shall be permitted, and such isolated disablements shall not be deemed to violate the requirements of this Section 2.

3. **Ecommerce Commissions.** Subject to your compliance with the provisions of your Order Form, the General Terms of Service and this Addendum, including Section 6 below, you will earn commissions (collectively "**Commissions**") at the initial default rates provided by us to you in connection with your Order Form or otherwise made available to you from time to time upon request, based on Confirmed Ecommerce Transactions (as defined below) directly attributable to your Website. During the Term, we will also promptly provide you a copy of your current Commissions rate schedule upon request by your authorized representative. We or our applicable affiliate(s) will periodically calculate earned Commissions due to you and, following the finalization thereof, will pay or cause to be paid such earned Commissions to you. We reserve the right to revise and update the rates and timing applicable to the calculation and payment of Commissions at any time, including by adding Commissions for new products and services. In the event of any dispute regarding Commissions, including, without limitation, with respect to the calculation thereof, our good faith determination shall be final and binding for all purposes. We may withhold and set off, against any Commission amounts due and payable by us or any of our affiliates, any outstanding amounts owed by you to us or our affiliates from time to time, including with respect to any past due subscription fees or adjustments of previously paid Commissions. As used herein, "**Confirmed Ecommerce Transaction**" means a transaction involving the purchase of floral products, memorial trees or other applicable sympathy products, in each case completed and paid for in full by a consumer through the Tribute Store enabled with respect to your Website and not subject to a full or partial refund or other pricing adjustment.

4. **Payment Method.** Fees due and payable by you to us from time to time in connection with your Website Services must be paid by credit card, Automatic Clearing House (ACH) for U.S.-based clients, or Electronic Fund Transfer (EFT) for Canadian-based clients, in any case, in accordance with the instructions we provide in connection with our applicable invoice(s) to you.

5. **Website DNS.** You acknowledge and agree that (a) we may maintain administrative access over the Domain Name System (DNS) records associated with your Website for the duration of the Term and (b) you will take any further actions as may be reasonably necessary to grant us such access.

6. **Required Forms.** Following your order for Website Services, via execution and delivery of your applicable Order Form therefor or otherwise, you agree to promptly complete, execute and deliver to us (a) an electronic payments authorization form in the form made available to you by us and (b) if you are located in the United States, an IRS Form W-9, in each case, in accordance with all instructions and requirements set forth therein. For the avoidance of doubt, no Commissions shall be deemed earned or payable except prospectively following our receipt of the foregoing applicable forms, validly completed by you.

7. **Credit.** You acknowledge and agree that we are permitted during the Term to include the statement "Designed by [our name]" or a similar credit referencing us in the footers of pages of the Website.

8. **Compliance Matters.** You agree and warrant that you are solely responsible when using your Website and the Website Services for complying with applicable data protection, security and privacy laws and regulations, including any notice and consent requirements. This includes, without limitation, the collection and processing by you of any personal data when you using your Website and/or the Website Services to send marketing or other electronic communications to individuals and when using cookies and similar technologies on your Website (including, in particular, those which we place for you at your request and/or as part of any product or service you have engaged and/or directed us to provide, such as to undertake analytics for you or for your marketing purposes). If applicable law requires, you agree to provide and make available to end users on your Website a legally compliant privacy policy or notice. By default we may post our own template privacy policy and/or terms of use in connection with your Website in our capacity as the hosting provider of your Website. Where we do so, you should not rely on such documents for your own businesses purposes and we recommend that you consult your own legal counsel to determine any necessary or advisable terms or policies that meet your unique business circumstances. Additionally, we may from time to time make available sample language for your privacy policy and/or for informational purposes only, which sample language is not intended to and shall not constitute legal or other professional advice, express or implied. You acknowledge and agree that you are solely responsible for fulfilling your legal obligations with respect to your Website and all content thereon and will consult with your own legal counsel in connection therewith.

9. **Tribute Archive.** As a component of the Website Services, when an obituary is posted in connection with your Website, you acknowledge and agree that we will automatically add such obituary to our online archival obituary database located at <https://www.tributearchive.com/> ("**Tribute Archive**"). Tribute Archive is a searchable online obituary database that aggregates obituaries from the websites of all of our and our affiliates' customers. Tribute Archive is designed to help the obituaries posted on your Website rank more highly in search engine results and direct additional online traffic away from third party sites that may from time to time attempt to scrape or otherwise monetize the obituary content on your Website. When an obituary from your Website is included in Tribute Archive, such obituary will include an attribution to your business name with a link to your Website. To the extent any Confirmed Ecommerce Transaction is attributable to such obituary as posted in Tribute Archive, you will earn Commissions as though such Confirmed Ecommerce Transaction were completed in connection with your Website itself. You acknowledge that any obituary that is removed from your Website may not be automatically deleted from Tribute Archive. In the event you desire any obituary that is associated with your Website and included in Tribute Archive to be removed, we agree to promptly remove such obituary following notification from you of such request.

10. **CHPTR.** We partner with Chptr, a third party memorialization technology provider that maintains business relationships with numerous local media stations ("**Chptr Local Media Partners**"), to expand the visibility of the obituaries posted on certain Websites that utilize our Website Services. Doing so benefits families by making their loved one's obituary available to a wider audience within their local communities and benefits the business customers who utilize our Websites and Website Services by, among other things, helping to increase traffic to their Websites. As a component of the Website Services, we may from time to time automatically share the obituaries posted on your Website with Chptr and Chptr Local Media Partners and cause portions of such obituaries to be added to the third party website of such Chptr Local Media Partner. When a portion of an obituary from your Website is included on the website of a Chptr Local Media Partner, such obituary will include a link to your Website,

where visitors can navigate to view and interact with the full obituary.

When an obituary is posted in connection with your Website, you acknowledge and agree that we may share such obituary with Chptr and Chptr Local Media Partners and cause such obituary to be copied, displayed, used by, published and transmitted to the website of one or more Chptr Local Media Partners. If you desire to opt-out of this service with respect to any obituary (whether on your own behalf or at the direction of any family or other individual for whom you provide services), you must do so by notifying us in writing, or selecting this preference at the time that you originally post the obituary on your Website, to the extent such opt-out functionality is from time to time made available within the Services. Additionally, you acknowledge that any obituary that is removed from your Website may not be automatically removed from the website of a Chptr Local Media Partner. In the event you desire any obituary that is associated with your Website and included on the website of a Chptr Local Media Partner to be removed, we agree to promptly notify Chptr and/or the Chptr Local Media Partner of your request following notification from you of such request.

11. Early Termination. You and we acknowledge and agree that the length of the Term of your Website Services is a material provision of your agreement with us upon which we have substantially relied in offering you the Website Services on the terms and conditions of this Addendum, the General Terms of Service and your Order Form, if any. Except as expressly provided for in the General Terms of Service, you may not cancel the Initial Term or any Renewal Term prior to the end of such then-current term. In the event you breach the foregoing, or in the event we terminate your Website Services due to your uncured material breach, you agree to pay us, as liquidated damages and not as a penalty, an amount (the "**Liquidated Damages**") equal to:

- a. if your Website Services are provided on a subscription fee basis, the amount of all unpaid fees that are due and would become due in connection with your Website Services through the remainder of the then-current Initial Term or Renewal Term applicable to your Website Services;
or
- b. if your Website Services are provided on a freemium basis (without any periodic subscription fees), an amount equal to (i) the Average Monthly Commission Amount (as defined below), multiplied by (ii) the number of remaining months left in the unexpired portion of the then-current Initial Term or Renewal Term applicable to your Website Services.

As used herein, "**Average Monthly Commission Amount**" means the average total monthly Commissions (as defined below) payable by us to you with respect to all Confirmed Ecommerce Transactions during the six (6) calendar month period immediately preceding the date of your breach; provided, that if you have received Website Services for less than six (6) calendar months at the time of your breach, your Average Monthly Commission Amount shall be calculated based on the lesser number of months you have received Website Services.

You and we acknowledge and agree that in the event you breach this Addendum, the General Terms of Service and/or your Order Form and cause early termination of your Website Services, (1) the harm caused by such breach would be difficult or impossible to determine with precision as of the date of such breach and (2) the Liquidated Damages are a reasonable and fair estimate of the anticipated or actual harm that may arise from such breach. The Liquidated Damages will be calculated by us following your breach and shall be payable within thirty (30) days of our notice to you thereof.

12. No Legal or Management Advice. Notwithstanding any informal assistance we, our affiliates or personnel may provide relating to any rules, regulations, laws or other legal requirements (collectively, "**Rules**"), you are solely responsible for becoming familiar with, having knowledge of, and complying with all Rules that are and may from time to time become applicable to you and/or your business operations. We are not a law firm and do not provide any legal, tax, financial, accounting or other advice with respect to the compliance, enforceability, or suitability of any use of the Website Services or any sample forms or templates that may be provided in

connection therewith. The availability of any functionality or features of the Website Services shall not be deemed to be any representation or warranty to you regarding whether any such functionality or feature complies with any or all Rules. Under no circumstances do we, our affiliates or personnel perform management functions, make management decisions, or act or appear to act in the capacity of management personnel for you in connection with the Website Services.

13. Modification of this Addendum. We reserve the right at any time to modify this Addendum and to impose new or updated terms or conditions on your use of the Website Services. Such modifications and new or updated terms and conditions will be effective immediately and incorporated into this Addendum upon updating the posting of this Addendum and shall apply to all access to and use of the Website Services thereafter. It is your responsibility to regularly visit this page to review the current version of this Addendum, so you are aware of any such revisions to which you are bound. Your continued use of the Website Services following revisions to this Addendum will be deemed acceptance of any modifications to the Addendum. Your use of the Website Services is and will be conditioned upon the terms and conditions in force at the time of your use.