**FINAL – UPDATED 5.20.21**

**TOUCHSTONE ENERGY® CO-OP WEB BUILDER PROGRAM AGREEMENT**

This Touchstone Energy® Co-op Web Builder Program Agreement ("Agreement") is made by and between Touchstone Energy® Cooperative, Inc. ("Touchstone Energy®", "we", or "us") and the member ("Member" or "you"). This Agreement is effective as of the date that you first begin using the services described below. By using these services, you agree to all terms and conditions as they currently exist in this Agreement or as they are later adopted or amended with notice to the Member.

The parties hereto agree as follows:

1.**General Program Description**. Touchstone Energy® offers the Co-op Web Builder Program ("Program"), which leverages the products and services of third-party vendors. This Program provides Member with a user-friendly solution for developing, maintaining and hosting a professional-looking website that incorporates and displays the Touchstone Energy® imagery.

Your Program account includes:

▪ Access to build and host one (1) website with the Program platform;

▪ One site build (optional, at the Member’s request), which involves the transfer of the pages and content from your existing site to a Program site;

▪ Hosting of the Program site;

▪ Access to Program training webinars, user manuals and other learning resources that we make available from time to time, which are also subject to change from time to time;

▪ Access to Touchstone Energy®’s professional Drupal support team during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m. eastern time) for assistance with design, support and training; and

▪ Access to make updates to the Program site on a 24/7 basis, from computers and mobile devices.

Additional sites and services are available upon request. Please request them by emailing the Program staff at [CoopWebBuilder@nreca.coop](mailto:CoopWebBuilder@nreca.coop). A statement of work will be issued to Member to execute and shall become part of this Agreement. The statement of work will include pricing and other additional terms and conditions, as may be applicable to the additional sites and services requested.

Touchstone Energy® reserves the right to change or terminate the Program, or any particular services within the Program, at any time.

2.**Web Development Services**. Touchstone Energy® provides multiple website templates from which you can choose, as well as a content management system to upload and manage the content you choose to place on your website. These website templates incorporate the Touchstone Energy® imagery, trademarks, and overall "look and feel" of the Touchstone Energy® messaging and other materials. You are responsible for selecting the template you want to use and for uploading and managing your content via the content management system.

3.**Hosting Services**. Touchstone Energy® has contracted for a dedicated server hosting account with a third-party provider ("Hosting Vendor") for the hosting of all participating Members' websites (“Hosting Services”). For clarity, while Touchstone Energy® is responsible for paying all charges associated with the Hosting Services under a master billing arrangement with the Hosting Vendor, the Hosting Vendor – and not Touchstone Energy® – is solely responsible for the provision of the Hosting Services. Touchstone Energy®’s agreement with the Hosting Vendor is limited only to the hosting of the website and does not include or provide ownership of any domains or any third-party applications and services such as email or Member managed software. You are exclusively responsible for your domains and third-party applications and services, such as email or co-op managed software. To the extent applicable to your use, you shall comply with the Hosting Vendor’s “Platform Terms of Service” found at: <https://cloud.google.com/terms>, including the Hosting Vendor’s acceptable use policy referenced therein. Should you encounter any problems with or have technical questions about the Hosting Services please contact us at CoopWebBuilder@nreca.coop. Touchstone Energy® may choose another vendor to provide these services or may choose to terminate provision of these services at any time, in its sole discretion. As set forth in Section 7 below, you agree to indemnify and hold harmless Touchstone Energy® for any losses, damages, claims, or other liability arising from or in connection with your use of the Hosting Services.

4.**Program Participation**. Member remains eligible to use the Program services for as long as the Member remains a member of Touchstone Energy® in good standing. Your eligibility to participate in the Program terminates with the termination of your membership. This means you must discontinue use of the Program and Touchstone Property (defined below). You will be required to find a new hosting provider and create a new website without Program services. All support and security features that your website receives (including SSL certificates) will discontinue should your Touchstone Energy® membership terminate. Member is responsible for any and all costs associated with transitioning a website out of the Program.

Continued participation in the Program is subject to this Agreement and its terms and conditions, which may change at any time with notice to Member. Notwithstanding anything to the contrary, we reserve the right to cancel or suspend your participation in the Program at any time if we believe that you are in violation of this Agreement (including the applicable terms of the Hosting Vendor’s terms of service or acceptable use policy) or your participation in the Program otherwise is harming or presenting a risk to other members, us, or our vendors and providers.

5.**Notice**. We will provide notice of changes in the terms of this Agreement and in the Program via posting on <http://www.coopwebbuilder.com/>. Any such changes will be effective upon posting, and otherwise in accordance with the terms included in such posting. We also may, but are not obligated to, inform you via email or other means of any such changes that have been posted. It is your obligation to remain informed about any such changes, including visiting <http://www.coopwebbuilder.com/> from time to time to get information regarding such changes. Failure to visit <http://www.coopwebbuilder.com/> or otherwise to be informed of any changes will not invalidate the changes or make them ineffective.

6.**Ownership of Intellectual Property; Compliance with Laws; Data Security**. As between the parties, (a) Touchstone Energy® (along with its vendors and licensors) is the sole and exclusive licensor or holder of all right, title and interest in the services, content management system, website templates, Touchstone Energy® trademarks, service marks, copyrights and logos, and all intellectual property rights therein (collectively, the “Touchstone Property”); and (b) you are the sole and exclusive owner of and solely responsible for all content that you upload through the content management system and all data that you collect from and about your website users (collectively, “Data”). Touchstone Energy® grants you a non-exclusive, non-transferable license, to use the Touchstone Property for the sole purpose of developing and maintaining your website while participating in the Program. You grant Touchstone Energy® a non-exclusive, royalty-free license to access and use your content and Data for the purpose of providing the services and administering the Program. You represent and warrant that all content is your own or you have permission to upload and display it on your website, and you agree to not upload any content that is unlawful, objectionable, or in violation of any third party’s intellectual property or privacy rights. In addition, you agree to comply with all applicable federal, state, and local laws, rules, and regulations and industry standards relating to your participation in the Program, including use of the web development services and Hosting Services, use of content, and collection, use, sharing, and security of Data. This includes, without limitation, compliance with all applicable privacy and data security laws. You must use adequate, industry standard (or better) security practices and procedures based on the type of Data collected through your website. We strongly encourage you to not collect sensitive Data, and to disable any email features that could send sensitive Data. We recommend that you implement and perform periodic webform purging for any Data that you do not need to maintain.

7.**Limitation of Liability & Indemnification**. You understand that you are solely responsible for all content that you upload through the content management system and for the security of the Data that you collect. In addition, you are solely responsible for determining the suitability of the Program for your business purposes and the type of Data you collect. While we and our Hosting Vendor will strive to provide you with a secure website, Touchstone Energy® is not liable for any unauthorized access to, unauthorized use of, or the loss or destruction of your content or Data. You are solely responsible for use of the Program by your employees, other authorized individuals, and any unauthorized person who gains access to your Data. Touchstone Energy®­ and its third-party vendors (including the Hosting Vendor) shall not be liable to you for any claims that may arise in connection with your use of the Program. The Program is provided “AS IS” and Touchstone Energy® expressly disclaims any and all warranties regarding the Program, express or implied, including (without limitation) warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee the services will be uninterrupted, always available, error-free, or secure. Further, Touchstone Energy® disclaims all responsibility for any incidental, indirect, direct, special, or consequential damages of any nature that may arise through your (and your users’) use of the website and your participation in the Program, even if you advise us of the possibility of such damages and regardless of the nature of such damages. Further, you shall save, defend, indemnify and hold harmless Touchstone Energy®, its affiliates and its third-party vendors, and each of their directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, judgments, liabilities, losses, expenses and costs of every kind, nature and description (collectively, “Claims”) which arise as a result of or in connection with your website, content or Data, including your users’ use of the foregoing; your use of the Program; or your negligence or breach of this Agreement (including, without limitation, any Claims that may be made by the Hosting Vendor); provided, however, that the foregoing indemnity shall not apply to the extent the applicable Claim resulted from the acts or omissions of Touchstone Energy®. While participating in the Program, you shall maintain adequate insurance coverage for all foreseeable risks associated with your website and participation in the Program, including but not limited to risk associated with copyright infringement and data privacy and security.

8.**Use of Third Parties.** In addition to the Hosting Services, Touchstone Energy® may at any time utilize one or more third-party vendors to provide some or all of the other products and services comprising the Program, including web development services. It is acknowledged that changes made with respect to such vendors may require, among other things, changes to the terms of this Agreement or the Program.

9.**No Joint Venture**. Nothing in this Agreement creates a partnership, joint venture or agency relationship among you, us, or third-party providers of the web development services or Hosting Services.

10.**Miscellaneous**. This Agreement is the parties' entire agreement with respect to the contents herein and is governed by the substantive laws of Virginia, without respect to its conflict of laws. Any and all claims arising out of or related to this Agreement shall be brought in the appropriate state court in Arlington County, Virginia or the Federal District Court for the Eastern District of Virginia, Alexandria Division. Member agrees that its participation in the Program is deemed acceptance of this Agreement by its duly authorized agent. No delay, neglect or forbearance by Touchstone Energy® in enforcing against Member any provision of this Agreement shall be deemed a waiver by, or in any way prejudice any right of, Touchstone Energy® under this Agreement. All relevant provisions in this Agreement (including Sections 5 and 6) shall survive the termination of this Agreement or Member’s ceasing to use the Program. The rights and remedies in this Agreement are cumulative and not exclusive of any other right or remedy that might be available under law. Member may not assign this Agreement (or any of its rights hereunder), or delegate any of its obligations under this Agreement, to any other person.

**UPDATED 5.20.21**

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