

LEGACY SERVICES DOCUMENTS

This is a reference document for long-time EasyStreet customers who use our legacy services. It includes the then-applicable Services Agreement and Acceptable Usage Guidelines.

EASYSTREET LEGACY PRODUCTS SERVICES AGREEMENT

- 1. Services Provided.** EasyStreet operates an online, computerized interactive information, communication, and transaction system (the "System") which provides access to the Internet. The term "Customer" shall, when the context permits, include Customer's officers, employees, agents and contractors.
- 2. No Interference.** Customer shall not restrict or inhibit any user of the System, or of another Internet service provider or online service provider, from using and enjoying the System or the Internet. Customer shall not abuse or fraudulently use the System or the Internet in any way.
- 3. Content.** Customer shall not post or transmit any unlawful, unsolicited, threatening, abusive, libelous, defamatory, profane or illegal material, or material containing blatant expressions of bigotry, racism or hate, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation, including without limitation United States export control laws and regulations.
- 4. No Harmful Transmissions.** Customer shall not post or transmit any information or software which contains a virus, worm, cancelbot, trojan horse or other harmful component.
- 5. Protected Materials.** Customer shall not upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the System which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining

permission of the copyright owner or rightholder and shall not upload, post, publish, reproduce, transmit or distribute in any way any component of the System itself or derivative works with respect thereto.

- 6. Right to Monitor and Control Content.** EasyStreet has no obligation to monitor information or material on the System. However, Customer agrees that EasyStreet has the right to monitor the System electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the System properly, or to protect itself or its users. EasyStreet will not intentionally monitor or disclose any private electronic-mail messages unless required by law. EasyStreet reserves the right (but is not obligated) to refuse to post or to remove any information or materials, in whole or in part, that, in EasyStreet's sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

7. DISCLAIMER OF WARRANTY. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES AND THE SYSTEM AND THE MATERIAL THEREIN AND STORAGE OF INFORMATION WHICH APPEARS IN THE SYSTEM IS AT CUSTOMER'S SOLE RISK. NEITHER EASYSTREET NOR ANY OF ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS OR VENDORS WARRANTS THAT THE SERVICES OR THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SYSTEM IS FREE OF VIRUSES, WORMS, CANCELBOTS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; NOR DOES EASYSTREET OR ANY OF ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS OR VENDORS MAKE

ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE SERVICES OR USE OF THE SYSTEM. THE SERVICES AND THE SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NO ADVICE OR INFORMATION GIVEN BY EASYSTREET, ITS CONTRACTORS, AGENTS, AFFILIATES OR VENDORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

NEITHER EASYSTREET NOR ITS AFFILIATES, CONTRACTORS, AGENTS, VENDORS OR THEIR RESPECTIVE EMPLOYEES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED BY A THIRD PARTY THROUGH THE SYSTEM OR THE INTERNET. IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED BY THIRD PARTIES THROUGH THE SYSTEM OR THE INTERNET.

8. LIMITATION OF LIABILITY. NEITHER EASYSTREET NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR OPERATING THE SYSTEM SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE

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OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, OR OTHERWISE CAUSED OR ALLEGEDLY CAUSED BY USE OF THE SYSTEM OR INABILITY TO USE THE SYSTEM, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. NEITHER EASYSTREET NOR ITS AFFILIATES, CONTRACTORS, AGENTS, VENDORS OR THEIR RESPECTIVE EMPLOYEES SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES THAT RESULT IN ANY WAY FROM CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SYSTEM OR THE INTERNET BY THIRD PARTIES. THE PROVISIONS OF THIS SECTION 8 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION BASED ON THE SUBJECT MATTER OF THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT EFFECTIVE IMMEDIATELY.

9. Third Party Products and Services. Customer is responsible for providing equipment and services necessary to utilize the System except as set forth in this Agreement. EasyStreet shall provide only the Services set forth in this Agreement and related Business Order Form(s), and EasyStreet is not responsible in any way for information, products, or services provided by third parties, even if advertised or made available through the System or the Internet. Customer agrees to promptly pay any third party vendor for any products or services obtained through the System or the Internet, and to abide by the terms of any agreements Customer enters into through the System or the Internet.

10. Indemnity. Customer agrees to defend, indemnify and hold EasyStreet, its affiliates, contractors, agents, vendors and their respective employees harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of this Agreement by Customer, (b) the use of the System or the Internet or the placement or transmission of any message, information, software or other materials on the System or the Internet by Customer, (c) negligent acts or omissions of Customer in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software not provided by EasyStreet which are connected or are to be connected to the System; and (d) claims for infringement of patents arising from the use of equipment and software, apparatus and systems not provided by EasyStreet in connection with the Services and the System.

11. Right to Restrict Access. EasyStreet may deny Customer access to all or part of the System without notice if Customer engages in any conduct or activities that EasyStreet in its sole discretion believes violates any of the terms and conditions in this Agreement. If EasyStreet denies Customer access to the System because of such a violation, the Customer shall have no right (1) to access through EasyStreet any materials stored on the System or the Internet, (2) to obtain any credit(s) otherwise due to Customer, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the System or the Internet through EasyStreet, and EasyStreet shall have no obligation to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

12. Security. Access to the System, the Internet, and to certain online transactions involves the use of identification numbers, passwords, charge or

debit accounts or other individualized nonpublic information ("Private Documentation"). Customer shall use its best efforts to prevent unauthorized use of the System or of any Private Documentation, and shall promptly report to EasyStreet any suspected unauthorized use or other breach of security. Customer shall be responsible for any unauthorized use of its identification numbers or passwords until EasyStreet receives written notice of a breach of security and a request to block further access for such numbers and passwords. EasyStreet shall not be liable for any unauthorized use of charge, debit or other credit accounts.

13. Protection of Software. EasyStreet may provide to Customer certain software, including third-party software, for use with the System (the "EasyStreet Software"). All EasyStreet Software provided to Customer, and each revised version thereof, is licensed to Customer only for use in connecting to and using the System. Use or copying for any other purpose is prohibited and is a breach of this Agreement. If Customer receives such EasyStreet Software, Customer will be subject to the terms and conditions set forth in an end user agreement, which is attached hereto and is hereby expressly acknowledged and accepted by Customer. The EasyStreet Software files remain the property of EasyStreet or its vendors at all times. This license to use EasyStreet Software will terminate upon termination of this Agreement. At that time the Customer must return the EasyStreet Software to EasyStreet or destroy it. EasyStreet, or third parties, may provide Customer with additional software that may be used by Customer, subject to the terms of applicable licenses. Customer agrees to abide by the terms of all such software licenses.

14. Term and Termination. At the time of enrollment, the customer agrees to a payment interval (monthly, quarterly, biyearly, yearly). This Agreement shall remain in effect for that period, and shall be automatically renewed for successive intervals,

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unless Customer gives written notice of cancellation at least 30 days prior to the end of any interval. EasyStreet shall have the right to terminate this Agreement immediately in the event of a breach of any of its terms by Customer. Either party may terminate the Agreement without cause upon giving 90 days written notice to the other party.

15. Payment. In consideration of the Services, Customer agrees to pay the agreed upon fees. If credit card information has been provided, EasyStreet is authorized to charge this credit card for all payments due, otherwise EasyStreet will invoice Customer for the Services on a monthly basis, and all amounts due, unless otherwise specified by EasyStreet, are due and payable 30 days from the date of invoice. Amounts not paid when due will bear a late payment charge of 1.5 percent per month or the maximum legal rate, whichever is less.

16. Refund Policy. All refundable accounts require a 30-day written cancellation notification. Refunds are in monthly increments for accounts under \$100/month. Accounts over \$100/month will be prorated to a daily rate. If the customer is canceling only part of their services with EasyStreet, the credit will not be refunded, but used toward the balance owing on the continued services. Set-up fees will not be refunded unless an EasyStreet issue has prevented the completion of the new service. Refunds will be returned in the same form as the last payment received (i.e. check, VISA, MasterCard, AmEx or Discover). A refund will be processed within 10 business days of the last day of that service. Any service-related refunds must be approved by EasyStreet senior management prior to processing.

17. Entire Agreement; Guidelines. All prior or contemporaneous agreements, contracts, promises, representations, if any, between the parties or their representatives related to the subject matter of this Agreement are merged into this Agreement and the associated Business Order Form(s). These

terms and conditions, along with any operating rules or guidelines published over the System by EasyStreet, constitute the entire agreement between EasyStreet and Customer with respect to the Services. No amendment to this Agreement shall be effective unless acknowledged in writing by EasyStreet. Customer agrees to comply with EasyStreet's operating rules and guidelines, which may be amended from time to time at EasyStreet's sole discretion.

18. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon, exclusive of choice of law rules. VENUE FOR ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE IN MULTNOMAH COUNTY, OREGON. THE PARTIES EACH HEREBY CONSENT TO THE JURISDICTION AND VENUE IN MULTNOMAH COUNTY AND WAIVE ANY OBJECTIONS TO SUCH JURISDICTION AND VENUE.

19. Enforceability. If any portion of this Agreement is wholly or partially unenforceable, for any reason, such unenforceability shall not affect the balance hereof.

20. Assignment. Customer may not assign its rights or obligations under this Agreement without the prior written consent of EasyStreet, which consent shall not be unreasonably withheld.

21. No Waiver. EasyStreet's failure to insist upon or enforce any provision of this agreement shall not be construed as a waiver of any provision or right.

22. Written Agreement. This Agreement (and any amendments hereto) represent a binding written contract, whether executed by each party on paper or accepted by electronic communication.

Pursuant to Digital Millennium Copyright Act, Title 17 U.S.C. 512(c)(2), EasyStreet Online Services' Designated Agent for receipt of any claims of copyright infringement is John Beaston.

EasyStreet Online Services' Designated Agent may be contacted using any method below. Notice of any claimed infringing materials must comply with applicable law.

Mail:

EasyStreet Abuse
EasyStreet Online Services, Inc.
9705 SW Sunshine Ct Suite 400
Beaverton, OR 97005

Phone: 503-646-8400

Fax: 503-646-1400

Rev 02/05/2007

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EASYSTREET LEGACY ACCEPTABLE USAGE GUIDELINES

EasyStreet publishes our Acceptable Usage Policy (AUP) to ensure responsible use of the Internet. EasyStreet requires its customers to use our services and network responsibly and in compliance with all applicable laws and the terms of this AUP. This AUP supplements rather than supersedes any and all agreements between our customers and EasyStreet. By using EasyStreet services, you have agreed to comply with this policy.

Specific questions and/or suggestions concerning this Policy should be directed to EasyStreet Support.

1.0 Required Email Account

EasyStreet communicates with customers primarily via email. You agree that sending a message to your contact email address is our agreed-upon means of providing notification. You must maintain an up-to-date, valid email address on file with EasyStreet and check it routinely. This address is used to communicate vital information about your services, billing, service outages, and enhancements or changes to your existing services. This information is time-sensitive in nature. It is required that you read any email sent to your account to avoid any potential interruptions in your service. It is your responsibility for having an up-to-date, valid contact email address on file with EasyStreet. For those EasyStreet services containing a mailbox service, we will assume this is your contact email address unless you tell us otherwise.

2.0 Email Policy

EasyStreet customers may not send email to any Internet user who does not wish to receive it, either at EasyStreet or elsewhere. EasyStreet recognizes that email is an informal medium; however, users must refrain from sending further email to a user after receiving a request to stop. EasyStreet will not forward mail of customers terminated for bulk mailing or unsolicited advertising. EasyStreet has

a zero-tolerance policy with respect to unsolicited email originating from accounts under our control. If mailings from your account generate EasyStreet abuse or spam complaints, you are liable for EasyStreet administrative charges up to \$100 per complaint. If the mailing activity of an EasyStreet customer causes blacklisting of any EasyStreet services, the account may be disabled without notice.

Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. EasyStreet accounts may send advertising material only to addresses that have specifically requested it or "opted-in" to a list. Solicited bulk email is permitted provided the sender includes in the message: 1) a valid return/reply-to address, 2) an opt-out/unsubscribe option is clearly identified and 3) the recipient's email address must be included in the body of the message to allow for manual removal. Abuse/spam complaints about bulk messages not meeting these requirements are subject to a \$100 abuse administrative fee per complaint. Mailings with more than 500 recipients are not supported using the EasyStreet mail servers. For mailings greater than 500, we recommend using your own mail server or a third party bulk mail service.

Chain letters are unsolicited by definition and may not be propagated using EasyStreet services. EasyStreet customers may not send, propagate or reply to mail bombs. Mail bombing is defined as either emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent.

EasyStreet customers may not alter the headers of email messages to conceal their email address or to prevent users from responding to messages. A valid reply-to address is required.

For those EasyStreet accounts running their own mail servers, we require that you disable relaying. This ensures that your mail server will not become a relay source of unsolicited email. If unsolicited email

passes through your mail server, the account may be deactivated and incur EasyStreet administration charges. There is a \$100 charge for every five spam abuse complaints for each incident.

3.0 Abuse Policy

EasyStreet customers may not use our services or network: (1) in violation of any applicable local, state, or federal law or regulation; (2) in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property; (3) to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate; (4) to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam; (5) to transmit any materials that harass another person or entity; (6) to transmit viruses, Trojan horses, or other materials harmful to any network or equipment or other users or third parties; or (7) in a manner that exposes or may expose EasyStreet, its customers, partners, or vendors, or any other person or entity using the EasyStreet network to abuse, complaints, retaliation, connectivity issues, or other negative impact.

EasyStreet assumes that customers have enough technical knowledge to use our services without causing abuses. If your actions indicate that you are trying to crack, attack, block or intrude on the networks of EasyStreet customers or those of other providers, we will deactivate your service and hold you liable for your actions. If activity from your assigned EasyStreet IP address generates EasyStreet abuse complaints, you are liable for EasyStreet administrative charges up to \$100 per complaint.

As an EasyStreet customer, if you become victim of attacks, we will help you in identifying the source. If you are hacked or have evidence of malicious behavior by another EasyStreet customer, we will be happy to contact them for you and do whatever

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is necessary to prevent such activity. If the source is outside of EasyStreet, we can suggest how you should contact the appropriate source. Please send all notice and evidence of such abuse to EasyStreet Abuse.

As an EasyStreet customer, if you are a source of attacks, this policy applies even to relatively harmless operations such as port scanning, and failed login attempts to other computers where you do not have official access. If your account is found responsible for such activity, you will receive a warning. If you receive three warnings your account will be deactivated, and any applicable charges will apply.

If your account is found responsible for actively committing malicious behavior (cracking machines, Denial of Service (DoS) attacks such as Ping of Death, SYN Flood, LAND Attack, IP Spoofing, etc.) your account will be deactivated immediately. If your account is used as a relay point for unsolicited or spoofed email, your account will also be deactivated.

4.0 Privacy

EasyStreet is committed to respecting your privacy. Once you choose to provide personally identifiable information, it will only be used in the context of your customer relationship with EasyStreet.

EasyStreet uses your information to better understand customer needs and continuously improve the level of service provided. Specifically, your information is used to help complete a transaction, to communicate back to you, to update you on service and benefits. Credit card numbers are used only for payment processing and are not utilized for other purposes.

EasyStreet will not give, sell, rent or lease your personally identifiable information to others unless required by law or your prior permission is obtained.

5.0 Modifications

EasyStreet reserves the right to modify this Policy from time to time without notice. Modifications become effective at the time of posting.

6.0 Digital Millennium Copyright Act

Pursuant to Digital Millennium Copyright Act, Title 17 U.S.C. 512(c)(2), EasyStreet Online Services' Designated Agent for receipt of any claims of copyright infringement is EasyStreet Abuse. EasyStreet Online Services' Designated Agent may be contacted using any method below. Notice of any claimed infringing materials must comply with applicable law.

Mail:

EasyStreet Abuse
EasyStreet Online Services, Inc.
9705 SW Sunshine Ct Suite 400
Beaverton, OR 97005

Phone: 503-646-8400

Fax: 503-646-1400

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Founded in 1995, EasyStreet is Oregon's most trusted locally-headquartered Infrastructure-as-a-Service provider. EasyStreet helps its customers create a flexible computing infrastructure to improve — and protect — the way they do business. EasyStreet has built HIPAA-compliant private clouds and is SSAE 16 Type II audited.

EasyStreet Online Services, Inc.
9705 SW Sunshine Court
Beaverton, OR 97005

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