

General Terms and Conditions

These General Terms and Conditions (these "Terms") are between Hosting Holdings, LLC DBA NETdepot, ("NETdepot") located at 1100 White St. SW, Atlanta, Georgia 30310, and the customer ordering the Services ("Customer") pursuant to a Service Order. NETdepot and Customer is referred to herein each as a "party" and together as the "parties". Capitalized but undefined terms have the meanings set forth in Schedule 1 (Defined Terms) to the Master Services Agreement (the "MSA") entered into by and between Customer and NETdepot.

1. NETDEPOT'S OBLIGATIONS. NETdepot will provide the Hosting Services in accordance with the Services Description, the SLA and other specifications in the Agreement.

2. CUSTOMER'S OBLIGATIONS. Customer must comply with all laws, rules, and regulations applicable to Customer's use of the Services and with the Acceptable Use Policy. Customer must cooperate with NETdepot's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. Customer must pay when due the fees for the Services stated in the Services Description or other agreement between NETdepot and Customer.

3. PROMISES NETDEPOT DOES NOT MAKE.

3.1 NETdepot does not have knowledge of the data Customer stores within Customer's Managed Infrastructure, including the quantity, value or use of the data. Customer is therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including loss of Customer data, including any personally identifiable information or "cardholder data" as that term is defined in the Payment Card Industry-Data Security Standard. The Services that NETdepot has agreed to provide to assist Customer to mitigate such loss (if required) are set out in the Services Description, which may include, to the extent designated in the corresponding Service Order, backup services and geographically redundant servers. NETdepot does not promise to back up Customer data unless Customer has purchased backup services. If Customer purchases backup services, NETdepot does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the corresponding Services Description. In all events, Customer releases NETdepot from liability for loss of data to the extent that the data has changed since the time that NETdepot was contractually last required by the corresponding Service Order to perform a backup.

3.2 Certain NETdepot Services are designed to help Customer comply with various regulatory requirements that may be applicable to Customer. However, Customer is responsible for understanding the regulatory requirements applicable to Customer's business and for selecting and using those Services in a manner that complies with the applicable requirements.

4. SUSPENSION OF SERVICES

4.1 NETdepot may suspend Services without liability if:

4.1.1 NETdepot reasonably believes that the Services are being used in breach of the Agreement;

4.1.2 Customer does not cooperate with NETdepot's reasonable investigation of any suspected violation of the Agreement;

4.1.3 there is an attack on Customer's Managed Infrastructure or Customer Managed Infrastructure is accessed or manipulated by a third party without Customer's consent;

4.1.4 NETdepot is required by law, regulation, rule, court order, or law enforcement order to suspend Services; or

4.1.5 there is another event for which NETdepot reasonably believes that the suspension of Services is necessary to protect the NETdepot network or NETdepot's other customers.

4.2 NETdepot will use reasonable efforts to give Customer advance notice of a suspension under this clause of at least twelve (12) Business Hours unless NETdepot determines in its reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect NETdepot or its other customers from imminent and significant operational or security risk. If Customer Managed Infrastructure is compromised, then Customer must address the vulnerability prior to NETdepot placing the Managed Infrastructure back in service or, at Customer's request, NETdepot may be able to perform this work for Customer at NETdepot's standard hourly rates as a Supplementary Service.

5. SOFTWARE

5.1 General. Customer may not copy any software NETdepot provides for Customer use, unless expressly permitted by this Agreement or use such software after the expiration or termination of the Agreement. Customer may not remove, modify or obscure any copyright, trademark, or other proprietary rights notices that appear on any software NETdepot provides for Customer's use. Unless expressly permitted by the terms of an open-source software license, Customer may not reverse engineer, decompile or disassemble any software NETdepot provides for Customer use except and to the extent that Customer is expressly permitted by applicable law to do so, and then following at least ten (10) days advance written notice to NETdepot.

5.2 Customer Provided Licenses. If Customer uses any non-NETdepot provided software on Customer Managed Infrastructure, Customer represents and warrants to NETdepot that Customer has all necessary legal rights, licenses, and permissions to use such software in that manner. If NETdepot has agreed to install, patch or otherwise manage software for Customer in reliance on Customer's license with a third party software vendor (rather than NETdepot's license with such software vendor), then Customer represents and warrants that Customer has a written license agreement with the software vendor that permits NETdepot to perform these activities. On NETdepot's request Customer will certify in writing that Customer is in compliance with the requirements of this Section and any other software license restrictions that are part of the Agreement and will provide evidence of Customer compliance as NETdepot may reasonably request. If Customer fails to provide the required evidence of licensing, NETdepot may, at its option, either:

5.2.1 charge Customer NETdepot's standard fee for the use of the software in reliance on NETdepot's licensing agreement with the vendor until such time as the required evidence is provided; or

5.2.2 suspend or terminate the Agreement.

Customer licensed software may not be compatible with NETdepot's standard processes for deploying and repairing Managed Infrastructures. In addition, in order to install the software, NETdepot may require Customer to send the physical or electronic media provided to Customer by the software vendor, both for deployment, and again in the event of a failure of Customer Managed Infrastructure. Customer agrees that NETdepot will not be in breach of any SLAs or other obligation under the Agreement that would not have occurred but for the delay resulting from NETdepot's agreement to use Customer licensed software.

6. RECOMMENDATIONS. NETdepot personnel may from time to time recommend third party software or other products and services for Customer's consideration. NETDEPOT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Customer use of any products and services not provided by NETdepot is governed by the terms of Customer's agreement with the provider of those products and/or services and is at Customer's sole and exclusive risk. NETdepot is not responsible in any way for the third party product's or service's performance, features, or failures.

7. WHO MAY USE THE SERVICES. Customer may permit Customer subsidiaries and affiliated



companies to use the Services to the extent permitted by the corresponding Service Orders. NETdepot will provide Support only to Customer, not to Customer's customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that Customer customers, subsidiaries, affiliates, and other third parties do not have any rights against NETdepot under the Agreement.