

# Software as a Service Agreement with Cyscom Limited

This is a contract between you and the Cyscom Limited. This contract refers to Cyscom as “we,” “us,” or “our.” This contract applies to any Cyscom Web sites and software applications (and their successor sites), services (including pre-release services) and software, including all updates, support, and content. This contract refers to all of these as the “service.” This contract also covers your use of any additional Cyscom services for which you sign up while this contract is in force, unless other terms accompany those services. If so, those terms apply. You represent that you are at least 18 years of age or have attained the age of majority where you live, and that all information you supply is true and correct. Each service may have other posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into this contract.

You may only use the service if you agree to these terms. If you do not agree, do not use the service. This contract limits our liability and disclaims warranties for the service to the maximum extent permitted by law.

## 1. When You May Use the Service

If you create an account to use the service, you may start using the service as soon as you have finished the sign-up process. As indicated during the setup process, some parts of the service may not be available right away while we configure them for your use. If you do not create an account to use the service, you can use the available service right away.

## 2. How You May Use the Service

In using the service, you will, comply with all laws, comply with any codes of conduct or other notices we provide, comply with the Cyscom Anti-Spam Policy, keep your password secret, and promptly notify us if you learn of a security breach related to the service.

## 3. How You May Not Use the Service

In using the service, you may not use the service in any way that harms Cyscom or its affiliates, resellers, distributors and/or vendors (collectively, the “Cyscom parties”), or any customer of a Cyscom party, engage in, facilitate, or further unlawful conduct, damage, disable, overburden, or impair the service (or the networks connected to the service) or interfere with anyone’s use and enjoyment of the service, resell or redistribute the service, or any part of the service, unless you have a contract with Cyscom that permits you to do so, use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”), use any unauthorized third-party software or service to access the Cyscom instant messaging network, use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Cyscom or “meta-searching”), or use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service.

#### 4. Your Service Account

You may establish a service account and password for the service. The service may enable you to have other people create member accounts and passwords associated with your account. We call these “associated accounts.” You are responsible for all activity under your account, associated accounts, and passwords.

#### 5. Associated Account Users

If you are the user of an associated account, then the holder of the service account has full control over your associated account. This control includes the right to end the service, close or alter your associated account at any time, and in some cases, to request and receive computer and service use information related to your associated account. Any data related to your associated account is collected and delivered to the account holder and Cyscom.

#### 6. How We May Change This Contract

Cyscom may change this contract at any time without notice. If we make a material change to this contract, we will notify you at least 30 days before the change takes place. If you do not agree to the change, you must cancel and stop using the service before the change takes place. If you do not stop using the service, your continued use of the service will be under the changed contract.

#### 7. Charges and Billing

This section applies in all situations in which you pay Cyscom directly for a service. If you pay a company other than Cyscom for a service, then the charges and billing terms are as stated by that company. Even if you do not pay for the service, you may still incur other charges incidental to using the service; for example, charges for phone or Internet access, mobile text messaging, wireless service and other data transmissions.

**Payment.** When you sign up for the service, you will provide a payment method. You confirm that you are authorized to use the payment method. You authorize us to charge you for the service using your payment method and for any paid feature of the service for which you choose to sign up or use while this contract is in force. If the amount to be charged to your payment method is greater than the amount you pre-authorized, we will tell you the amount at least 10 days before we charge you.

**Charges.** You will pay service charges in advance. We may charge you at one time for more than one of your prior billing periods. If we told you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

**Updates to your Billing Account.** You must keep all information in your billing account accurate and current, including your billing address and any expiration date for your payment method. You can access and make changes to your billing account on your account management page. You may change your payment method at any time. If you tell us to stop using your payment method and do not provide an

alternative payment method, we will cancel your service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.

**Trial Period Offers.** You may receive a limited time of free service or some other trial period offer. Unless we tell you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period to avoid incurring charges or having your service downgraded to a service for which there is no subscription fee. If you do not cancel your service and we have told you that the service will automatically be converted into a paid subscription at the end of the trial period, then you authorize us to charge your payment method for the service. If we downgrade your service to one for which there is no subscription fee, some of your data may not be available to you and Cyscom may delete that data permanently from our servers. You are responsible for taking the necessary steps to back up your data and ensuring that you maintain your primary means of business.

**Prices and Price Increases.**

The price for the service excludes taxes, phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. These taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider.

If there is a specific time length and price for your service offer, then that price will remain in force for that time. When the offer period ends, we will charge you a new price for that service.

We may change the price of the service from time to time, but we will give you at least 30 days notice before a new price takes effect. If you do not agree to the new price, then you must cancel and stop using the service before the new price takes effect. If your service is on a period basis (for example, monthly or annually), then the new price will start on the date that we indicate.

**Service Conversion.** You may be able to switch your service to a different service. If you do, you authorize us to charge your payment method for any new service charges. If you switch to a service for which we do not charge a subscription fee or for which we charge a lower fee, we may, but are not required to, refund the unused portion of the service charge for the subscription fee service you previously used or the difference in the amount of the service fees. You may not credit any refunds to other services.

**Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law. The costs of any returns will be at your expense, unless otherwise provided by law.

**Payments to You.** To receive a payment, you must promptly provide us with all information we need to make the payment (for example, bank account information for receiving the payment). You must provide us with the information we request before your right to receive payment accrues. You are responsible for the accuracy of the information you provide and any taxes you may incur as a result of receiving a payment. If you receive a payment that was not due to you, we may reverse or seek return of the payment, and you agree to cooperate with us.

Online Statement; Errors. We will only provide you with an online billing statement. Go to your account management page to view, print or request a paper copy of your statement. If you ask us to mail a copy to you, we may charge you a retrieval fee. We can only provide a paper copy that covers the 120 days prior to your request. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. If you do not tell us within this time, we will not be required to correct the error. You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement. If you do not tell us within this time, we will not be required to correct the error.

Late Payments. Except to the extent prohibited by law, we may assess a late charge if you do not pay on time regardless of any disputes you may have raised about your bill. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your service if you do not pay in full and on time.

#### 8. Changes to the Service; Cancellation or Termination

We may change the service at any time and for any reason without notice. We may cancel or suspend your service or a portion of your service at any time and for any reason without notice, including if you violate the terms of this contract. If we do, your right to use the service will stop right away. Cancellation of the service will not change your obligation to pay any charges due on your billing account. If we cancel the service without cause, we will refund the unused portion of your service charge for that period on a pro rata basis.

You may cancel your service at any time for any reason. Go to your account management page for information about cancelling your service. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay all charges made to your billing account.

Data. Upon termination or cancellation of the service by you or us for any reason, Cyscom may delete your data permanently from our servers. You are responsible for taking the necessary steps to back up your data and ensuring that you maintain your primary means of business.

Waiver of rights and obligations. To the extent necessary to implement the termination of this contract, each party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this contract.

#### 9. Limits On Service

Cyscom may establish limits on the service. For example, we may limit

the number of days the service will retain e-mail messages, message board postings and other content that Cyscom, you or other users may post or provide, the number and size of e-mail messages that you may send or receive through the service, the maximum storage space on Cyscom's servers available to you, the amount of bandwidth available for traffic to a Web site that we host for you, the number of users on your account or any associated accounts, the number of service accounts to which you may subscribe with one credit card, how long we retain an inactive service account, which we define as one where you do not sign in to the service for an extended period of time, and the number of transactions you can conduct through the service. If you exceed the published service limits, Cyscom reserves the right to cancel your service.

#### 10. A Service May Be a Pre-release Version

A particular service may be a pre-release version. It may not work the way a final version of the feature or service will. We may change it for the final, commercial version. We may not release a commercial version. We also reserve the right to change a pre-release service at any time without advance notice to you.

#### 11. Cyscom Does Not Have Editorial Control

Content. Cyscom, you, your associated account users and third parties may be able to post or store materials, including data, documents, information, advertisements, communications, messages and links to third party Web sites ("content") on the service. The service includes publicly accessible areas, such as a public Web site that Cyscom hosts for you, a community bulletin board service, shared calendar or other public area that allows you to communicate with others ("public areas of the service"). It also includes areas of the service to which you can control access by others, such as shared work sites on Cyscom servers ("private areas of the service").

Intellectual property rights. Cyscom does not sanction or approve the unauthorized use of content protected by copyright and other intellectual property rights. You understand that sharing content that violates others' copyrights and intellectual property rights violates this contract. You represent and warrant that the use and publication of the content by you and others does not violate the intellectual property rights of any third party. You understand that Cyscom may remove content at any time without notice when the content violates this contract or an applicable code of conduct, or when we have a good faith reason to believe it is necessary to do so.

Posting content. You understand that Cyscom does not control or endorse the content that you and others post or provide on the service. Cyscom doesn't claim ownership of content that you and others post or provide. By posting or providing content you grant to Cyscom and the public (for content posted on public areas of the service), or those members of the public to which you have granted access (for content posted on private areas of the service), free, unlimited worldwide and perpetual permission to use, modify, copy, distribute, and display the content in connection with the service, and publish your name with the content.

You also give the public, or those members of the public to which you have granted access, permission to grant these rights to others. You represent and warrant that you have all the rights necessary for you to grant the rights in this section and that the use and publication of the content does not breach any law. Cyscom will not pay you for content you post on public areas of the service. This section only applies to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law.

Private areas of the service. You understand that certain technical processing of content posted on private areas of the service may be required to store and retrieve the content, conform to connecting networks' technical requirements, or conform to the limitations of the service.

Links to third-party Web sites. The service may contain links to third-party Web sites. These third-party Web sites are not under Cyscom's control. If Cyscom has included these links in the service, we provide them to you as a convenience only. The inclusion of these links is not an endorsement by Cyscom of any third-party Web site, service or product. Cyscom reserves the right to disable links to any third-party Web site that you or other customers post on the service.

## 12. Privacy

Access and Disclosure. In order to operate and provide the services, we collect certain information about you. We use and protect that information as described in the Cyscom Online Privacy Statement . In particular, we may access or disclose information about you, including the content of your communications, in order to comply with the law or respond to lawful requests or legal process, protect the rights or property of Cyscom or our customers, including the enforcement of our agreements or policies governing your use of the services, or act when we believe, in good faith, that such access or disclosure is necessary to protect the personal safety of Cyscom employees, customers or the public. You consent to the access and disclosures outlined in this section.

Transfer of personal information. Personal information collected through the service may be stored and processed in the United States or any other country or region in which Cyscom or its affiliates, subsidiaries, or agents maintain facilities. By using the service, you consent to any such transfer of information outside of your country or region. Cyscom abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union. You may read more about transfers of this data in the Privacy Statement.

Performance and usage data. In order to provide you the service, we may collect certain information about service performance, your computer and your service use. We may automatically upload this information from your computer. This data will not personally identify you.

Filtering technology. We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. Examples include filtering to stop spam and viruses or increase security. These means may hinder your use of the service.

Your privacy practices. In using the service, you may be able to collect personal information about third parties through your dealings with such third parties. If you do, you agree to (a) post a privacy policy on your Web site that, at a minimum, discloses any and all uses of personal information that you collect from such third parties, (b) provide a hypertext link to your privacy policy on the home page of your

Web site and on all pages where you collect personal information from third parties, including on check out pages, and (c) use personal information only as expressly permitted by your privacy policy.

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### 13. Software

Use. If you receive software from us as part of the service, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we (or, based on where you live, one of our affiliates) grant you the right to use the software only for the use of the service authorized under this contract and only on that number of computers stated in your service offer. We (or, based on where you live, one of our affiliates) reserve all other rights to the software. Unless we notify you otherwise, your right to use the software ends when your right to use the service terminates or expires, and you must promptly uninstall the software. We may disable the software after the date the service ends.

Update. We may automatically check your version of the software. We may automatically download upgrades to the software to your computer to update, enhance and further develop the service.

Scope of License. Copyright and other intellectual property laws and treaties protect the software. The software is licensed, not sold. This contract only gives you some rights to use the software. Cyscom reserves all other rights. You will not disassemble, decompile, or reverse engineer any software included in the service, except and only to the extent that the law expressly permits this activity.

### 14. Materials that Cyscom Licenses to You

Documents. You may have access to information on the service such as white papers, knowledge-base articles, datasheets and FAQs ("documents"). You may use the documents only for informational purposes. You may not copy, distribute, modify or make derivative works of the documents. Educational institutions that are officially accredited under local law may download and copy the documents for distribution only in the classroom.

Limitations. The license grant to use media elements, templates, and documents provided with the service does not include a license to the design or layout of the service or any Cyscom owned, operated, licensed, or controlled Web site. You should not copy or retransmit any logo, graphic, sound, or image from the service, unless Cyscom expressly permits it. Cyscom and its suppliers do not warrant or guarantee that the media elements, templates, and documents are accurate and suitable for your purposes. Their inclusion with the service is not an endorsement of them by Cyscom. Nothing available from the service is intended to be professional advice, including but not limited to, investment, tax, or legal advice.

### 15. Windows SharePoint Services

We may provide you with Windows SharePoint Services to use with the service. This contract applies to you whenever you access or use Windows Active Directory services. When you use Windows Active Directory to gain access to any site or service, the terms and conditions for that site or service may also apply to you.

## 16. Your Dealings with Others

If you obtain anything from a third party (including third party offered services) through the service, you understand that your relationship with respect to those things is with the third party directly and not with Cyscom. In the event you assert a claim that relates to or implicates your relationship with a third party, you shall only assert such claim against the third party, and you will not assert any such claim against Cyscom, even if Cyscom assisted in billing for the third party offering. You are solely responsible for your dealings with any third party, including delivery of and payment for goods and services, processing and verifying orders, payments and other transactions, customer support related to orders or transactions (e.g., lost orders, billing disputes, payments, etc.), determining, collecting and remitting to the appropriate authority all taxes (if any) arising from or related to such orders or transactions, and the purchase and use by you and your associated accounts of any third party products and services. You represent and warrant that the products and services you advertise, sell, and distribute are legal for sale and distribution and do not violate this contract, you have all licenses necessary to sell, distribute, and advertise the goods and services you offer, all sales and advertisements will comply with applicable law, and you will comply with all applicable laws and regulations (including privacy laws and regulations that relate to your collection of information from third parties).

## 17. Our Notices to You; Your Notices to Us

This contract is in electronic form. We have promised to send you certain information in connection with the service and we have the right to send you this information in electronic form. There may be other information about the service that the law requires us to send to you. We may send this information to you in electronic form.

We may provide required information to you by e-mail at the e-mail address you specified when you signed up for the service, or on your home page when we first send you an e-mail notice alerting you to the notice on your home page. Notices will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive notices electronically, you must cancel the service.

You may give Cyscom notices as provided on your account management page.

## 19. No Warranty

Cyscom makes no guarantee about the reliability, accuracy, or timeliness of the service or the results obtained from the service. You understand that the security mechanisms in the service have inherent limitations and that you are responsible for determining that the service meets your needs.

We provide the service “as-is,” “with all faults,” and “as available.” You bear the risk of using it. To the maximum extent permitted by law, the Cyscom parties give no express warranties, guarantees, or

conditions. You may have additional rights under your local laws that this contract cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, and satisfactory quality.

#### 20. Liability Limitation

You can recover from the Cyscom parties only direct damages up to an amount equal to your service charge for one month or the equivalent of \$10 USD (whichever is greater). To the extent permitted by law, you cannot recover any other damages from the Cyscom parties, including consequential, lost profits, special, indirect, or incidental damages.

This limitation applies to anything related to:

the service, content (including code) on third party Internet sites, third party programs or third party conduct, viruses or other disabling features that affect your access to or use of the service, incompatibility between the service and other services, software, and hardware, delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if this remedy does not fully compensate you for any losses, or fails of its essential purpose, or Cyscom knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country or region may not allow the exclusion or limitation of incidental, consequential, or other damages.

#### 21. Claim Must Be Filed Within One Year

To the extent permitted by law, any claim related to this contract or the service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This section applies to you and your successors. It also applies to Cyscom and its successors and assigns.

#### 22. Cyscom Company, Applicable Law, and Place for Resolving Disputes

This contract is between you and Cyscom UK Limited with the governing law and place for resolving disputes being the jurisdiction of the courts of the United Kingdom.

Cyscom Limited  
49 Whitelands House  
Cheltenham Terrace  
London, SW3 4QY  
United Kingdom

### 23. Contract Interpretation

All parts of this contract apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then that part will be replaced with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This contract, together with any codes of conduct and other notices we provide, is the entire contract between Cyscom and you regarding the service. It supersedes any other contract or statements related to the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a tester for a pre-release version of a service). The section titles in the contract do not limit the other terms of this contract.

### 24. Assignment

Cyscom may assign this contract, in whole or part, at any time without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt to do so is void. Instead, you may cancel your service. The other party may then establish a service account and enter into a contract with us.

### 25. Force Majeure

Cyscom will not be liable for any loss or damage or be deemed to be in breach of this contract due to any event or circumstance beyond its reasonable control, including, war, invasion, electrical shortages, terrorist attacks, earthquakes, or acts of god.

### Copyright Notice

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