



up2speed computer solutions, llc MANAGED SERVICES & SOFTWARE AS A SERVICE AGREEMENT

This Agreement combined with any Exhibit mentioned herein sets forth the terms and conditions of Your ("You", "User", "subscriber") use of up2speed computer solution's managed services ("service") represents the entire agreement ("Agreement") between You and up2speed computer solutions, LLC ("up2speed computer solutions" "we" "us" "our").

By using up2speed computer solutions' webhosting and software as a service, and/or by placing Your information on our server(s), You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies which up2speed computer solutions may establish from time to time.

If You do not wish to be bound by these terms and conditions, You should not proceed to place any information of any kind on up2speed computer solutions' servers. up2speed computer solutions reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by up2speed computer solutions. You may view the latest version of this Agreement at any time at <http://www.up2speedsolutions.com/legal/msa>.

Modification or Amendment of Agreement:

up2speed computer solutions may modify or amend this or any other Agreement. You agree that up2speed computer solutions' posting of modifications or amendments at <http://www.up2speed.com/legal> constitutes adequate notice.

You further agree that it is Your obligation to check up2speed computer solutions' web site periodically for any modifications or amendments to this and other Agreements, and that notice of modifications or amendments to Agreements delivered by e-mail does not obligate up2speed computer solutions to deliver similar e-mail upon any other amendments or modifications to the Agreements. If any modification or amendment to the Agreements is unacceptable to You, it is Your responsibility to terminate the Agreement as specified in the "Cancellation" sections of this Agreement; if You do not terminate within 30 (thirty) days of any amendment or modification of the Agreements by up2speed computer solutions, Your continued use will constitute an acceptance of the amended or modified Agreement.

Scope of Services:

up2speed computer solutions will provide the services set forth in Exhibit A (the "Services"). Webhosting and software as a service will be provided according to the terms described in Exhibit B ("Service Level Agreement").

Price & Payment:

Webhosting - You agree to supply appropriate payment for the services received from up2speed computer solutions as outlined in Exhibit A "Services Agreement", in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless You notify up2speed computer solutions by e-mail or in writing of Your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that if You are paying by credit card, prepayments will be billed and charged automatically up to 30 days before they become due, and that up2speed computer solutions may apply the amount due to the provided card at any time. You agree to pay a late fee of US\$25.00 (twenty five dollars) if Your account or accounts become more than ten (10) calendar days overdue or if Your credit card is not accepted when a charge is processed. Fees for renewal periods after the initially purchased term shall become due 30 days before the first day of such renewal period. up2speed computer solutions may impose a debt service charge equal to ten percent (10%)



of the overdue balance for each month or portion thereof the overdue amount remains unpaid. In addition, in the event that any amount due up2speed computer solutions remains unpaid thirty (30) calendar days after such payment is due, up2speed computer solutions, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. You agree that Up2speed computer solutions may charge a US\$100.00 (one hundred dollars) fee to reinstate accounts that have been terminated or suspended. All taxes, fees and governmental charges relating to the services provided hereunder (other than income taxes of up2speed computer solutions) shall be paid by You. You acknowledge and specifically agree that charge backs -- which might occur if You dispute up2speed computer solutions charges directly with Your credit card bank -- are unlawful if up2speed computer solutions 's service has been rendered. If You have a fee dispute with Up2speed computer solutions, You must such dispute with up2speed computer solutions directly without initiating any chargeback procedures. Any chargeback will evoke an automatic US\$100.00 (one hundred dollars) service fee, without exception, for which customer will be held responsible in future collecting procedures. Returned checks will be assessed a US\$25.00 charge

up2speed EVENTS once you have signed up you will be subject to the usage fees in accordance with the fee schedule <http://www.up2speedevents.com/pricing>. The fees are based on the event and the number of users attending the event. You will be required to submit a payment when you complete the registration for the event. (unless you have already provided payment or means of payment, such as credit card information) If payment is not made the event will not publish to u2pseedevents.com. Additional payment will be required based on the number of attendees for the event.

up2speedcart For the up2speedcart Product, once you have completed your free trial period or you have exceeded the free registrant limit, you will be subject to monthly subscription fees in accordance with the fee schedule <http://www.up2speedsolutions.com/Web-Based-Software/Shopping-Cart/Pricing.html>. The fee is a monthly fee based shopping cart plan. You will be required to submit payment monthly in advance for the up2speed cart (unless you have already provided payment or means of payment, such as credit card information) and may purchase, in advance, a monthly subscription for the up2speed cart. Access to the up2speed cart will be disabled until payment is received. Fees will be billed monthly or your pre-paid account will be debited monthly for the up2speed cart, even if you are not actively using the up2speed cart. up2speedcart Product may also be subject to certain bandwidth and/or storage overage charges.

Payment. Payment for Products will be made by a valid credit card accepted by up2speed computer solutions, llc. Checks will be accepted for prepayments of at least six (6) months. Fees are payable in U.S. dollars. If the monthly payment option is selected or if you have previously provided your credit card for payment, you hereby authorize up2speed computer solutions, llc to charge your credit card for such amounts on a regular monthly basis and continuing until such time as your account is terminated. If up2speed computer solutions, llc is for any reason unable to effect automatic payment via your credit card, up2speed computer solutions, llc will attempt to notify you via email and your up2speed computer solutions, llc account will be disabled until payment is received. Amounts paid for the Products, including prepayments, are not refundable.

Event Registration Fees. If you choose to collect registration fees related to your event, you are responsible for the collection and administration of such fees. You may elect to process payments through PayPal®, which up2speed computer solutions, llc makes available for your use. Your use of the PayPal service is subject to PayPal's applicable terms and conditions of use. up2speed computer solutions, llc is not affiliated with PayPal, is not an agent of PayPal and is not responsible for the actions or performance of PayPal. By using the PayPal service, you expressly relieve up2speed computer solutions, llc from any liability arising from your use of the PayPal service. up2speed computer solutions, llc does not hold your funds or those of your event registrants at any time. You are responsible for any refunds associated with your events.

Customer identification information:



You agree that as the person legally responsible for use of this account, You are at least 18 years of age. If You are under 18 years of age, Your account must be ordered by a parent or guardian, in their own name. You hereby represent that You are either an individual entering this Agreement for his or her personal use, or a corporation, limited partnership or other legal entity, duly organized and in good standing under the laws of the state of its organization and that the person acting on Your behalf is duly authorized to accept, execute and deliver this Agreement on Your behalf. You agree to supply up2speed computer solutions with a current and truthful name, postal address and telephone number for our records, and You have a continued obligation to keep this information current. You also agree that You are an authorized User of any credit card that You supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

User conduct:

Please view the Acceptable Use Policy, available at <http://www.up2speed.computer.solutions.com/legal/aup>

Indemnification:

You agree to indemnify, release, defend, and hold harmless up2speed computer solutions and each of its respective officers, directors, contractors, employees, shareholders, affiliates and agents from any and all liabilities, penalties, suits, demands, proceedings, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from Your use of the service which damages either You, up2speed computer solutions, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with Your account, including but not limited to domain name selection and Web site content, and its terms shall survive any termination of this Agreement.

Refusal or discontinuance of service:

up2speed computer solutions reserves the right to refuse or discontinue service to anyone at up2speed computer solutions' sole discretion. up2speed computer solutions may deny You access to all or part of the service without notice if You engage in any conduct or activities that up2speed computer solutions in its sole discretion believes violates any of the terms and conditions in this Agreement. up2speed computer solutions shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that up2speed computer solutions has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. up2speed computer solutions reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement. We also reserve the right to refuse refunds in cases where we believe abuse has taken place.

Warranties:

Specific services offer special warranty considerations and are outlined in an Exhibit B "Service Level Agreement", unless a signed Exhibit B "Service Level Agreement is provided amending this Warranty Section the following Terms and Conditions apply:

No Warranties. The services provided under this Agreement are provided on an as is, as available basis. up2speed computer solutions makes no warranties or representations of any kind for the services being offered. The service is 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, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No oral advice or written information given by up2speed computer solutions or its agents or employees shall create a warranty. up2speed computer solutions provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall up2speed computer solutions be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from Your use of or inability to use the service, or for third parties' use of the service to access Your Web space, or to access the Internet or any part thereof, or Your or



any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If You are dissatisfied with up2speed computer solutions' service or any of its terms, conditions, rules, policies, guidelines, or practices, Your sole and exclusive remedy is to discontinue using the service. You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by up2speed computer solutions, including restrictions on services available with each service type, restrictions on certain features, and all other policies. You agree to abide by any and all future up2speed computer solutions' policy decisions.

Limitation of liability:

You agree that neither up2speed computer solutions nor any of its employees, owners, or agents shall be held responsible or liable for situations where services are accessed by third parties through illegal or otherwise unauthorized means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to up2speed computer solutions at the time) which may exist in our services or the equipment used to provide our services. Under no circumstances, including negligence, shall up2speed computer solutions or any of its employees, owners, or agents be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by You, any of Your customers, or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if up2speed computer solutions has been advised of the possibility of such damages. No up2speed computer solutions' Person shall be liable to You, any of Your customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use up2speed computer solutions' services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to up2speed computer solutions' records, programs, equipment or services. Notwithstanding anything to the contrary in this Agreement, up2speed computer solutions' maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims regardless of the legal theory or the nature of the cause of action shall not exceed the actual dollar amount paid by You for the services which gave rise to such damages, losses and causes of actions during the twelve (12) month period prior to the date the cause of action arose or the injury or loss occurred. You understand, acknowledge and agree that if up2speed computer solutions takes any corrective action under this Agreement because of an action of You or one Your customers, that corrective action may adversely affect other customers of You, and You agrees that up2speed computer solutions shall have no liability to You, any of Your customers, or any other third party due to such corrective action by up2speed computer solutions. This limitation of liability reflects an informed and voluntary allocation of risks between the parties and applies to risks both known and unknown that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

Regarding the Electronic Communications Privacy Act:

up2speed computer solutions reserves the right to monitor any and all communications through or with our facilities. You agree that Up2speed computer solutions is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded other than provided in up2speed computer solutions' privacy policy.

IP address ownership:

During the course of providing up2speed computer solutions' services to You, up2speed computer solutions may assign to You an Internet Protocol address. You agree that You have no right to a particular IP address under this Agreement and accordingly up2speed computer solutions shall retain ownership of any IP address or addresses used by You under this Agreement and that up2speed computer solutions reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.



No interference with operation of system:

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which You are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service You connect to. You agree to adhere to system policies as published online by up2speed computer solutions, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at up2speed computer solutions. You agree to abide by any and all future up2speed computer solutions' policy decisions.

Security:

You agree that the security of Your account is solely Your own responsibility. You further agree that if You believe the security of Your account has been compromised in any way, You will notify up2speed computer solutions immediately both by email to support@up2speedsolutions.com, phones (303)217-5200, and in writing by registered mail, with return receipt, to up2speed computer solutions, LLC, 1163 South Cherokee Street Denver, CO 80223. You shall be held fully responsible for any misuse or compromise to Your account for which up2speed computer solutions is not properly notified. You agree not to provide or share access to Your account to any third party, and that You are responsible for any use of Your account by any party to whom such access has been provided. You agree if certain features of Your account are used to provide shared access to Your account to resell services to third parties, that You are responsible for the actions of any party which utilizes those features. You agree that if any security violations are believed to have occurred in association with Your account, up2speed computer solutions has the right to suspend access to the account pending an investigation and resolution. You also agree that up2speed computer solutions has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to You. Any use of our system to engage in software piracy or other violations of law will result in account suspension and will be immediately reported to the appropriate authorities. Use of up2speed computer solutions' services to engage in any type of fraud, "cracking", malicious behavior, or harassment is expressly forbidden. Interference with the proper operation of systems reachable via the Internet is forbidden. Compliance with the acceptable use policies of any network or system with which You connect through our service is required. Use of up2speed computer solutions' services to publish or otherwise disseminate information about the availability of pirated software or other material that is being made available illegally, including the publication of a list of links to such material, regardless of disclaimers, is specifically forbidden. We do not condone or encourage any illegal material or behavior.

If inappropriate activity is detected, all accounts of the User in question will be deactivated until the investigation is complete. Prior notification to the User is not assured. We reserve the right to contact law enforcement regarding the activity.

Transmittal of materials:

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of up2speed computer solutions' or any other service with reference to services obtained through up2speed computer solutions, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming", is strictly prohibited and may cause Your services to be terminated immediately and without warning. You will be held fully responsible for any damages to You, up2speed computer solutions, or any other party or parties resulting from any such conduct.

Intellectual property rights:

You acknowledge that up2speed computer solutions owns all trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to up2speed computer solutions' managed services and their provision. You further acknowledge and agree



that nothing in this Agreement shall constitute a license to You to resell or trade under any of up2speed computer solutions' intellectual property. up2speed computer solutions hereby grants to You a non-exclusive, non-transferable, royalty-free license, for the term of this Agreement, to use the provided technology solely for the purpose of accessing and using the Services. You may not use the provided technology for any purpose other than accessing and using the Services. Except for the rights expressly granted herein, this Agreement does not transfer from up2speed computer solutions to You any right, title or interest in and to the provided technology, and all right, title and interest thereto will remain solely with up2speed computer solutions. You will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the provided technology.

Prior Agreements:

This Agreement, together with the order form and any other documents or agreements identified in this Agreement supersedes any written, electronic, or oral communication You may have had with up2speed computer solutions or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

Severability:

This Agreement, together with the order form and any other documents or agreements identified in this Agreement, represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

Arbitration:

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Colorado. The arbitration will be held in Colorado. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

The parties agree that the award of the arbitral tribunal will be the sole and exclusive remedy between them regarding any and all claims and counterclaims between them with respect to the subject matter of the arbitrated dispute. The terms of this Section will survive any termination of this Agreement.

Acknowledgement:

By placing and continuing to maintain or place information on up2speed computer solutions' servers You are stating and acknowledging that You have read the aforementioned terms and conditions and that You understand such terms and conditions and agree to be bound by them. This Agreement supersedes any written, electronic, or oral communication You may have had with up2speed computer solutions or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

Force Majeure:

up2speed computer solutions will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, acts of terrorism, insurrection, sabotage, flood, fire, embargo, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services.

Resource Usage:



Unless specifically outlined in Exhibit B "Service Agreement" You may not, through a cron job, CGI script, interactive commands, or any other means, take the following actions on up2speed computer solutions servers:

- A. Run any process or program that requires more than 10 mb of memory space.
- B. Run any process or program that requires more than 30 cpu seconds to complete.
- C. Run any process or program that uses more than 8% of all available system resources at any time.
- D. Run any process or program that "fork bombs" or otherwise uses child processes in a manner that disrupts performance of the server, or in order to attempt to circumvent resource restrictions.
- E. Use the find command, or any similar tool which recursively explores directory structures, anywhere except in their own directories.
- F. Send out mail to more than 100 addresses in one batch, whether sequentially or in parallel. Such batches must "sleep" for at least three seconds between each delivery attempt.
- G. Send prohibitively large messages to any receiving system that cannot or does not wish to receive them.
- H. Run any service that performs cgi services for sites outside our network.
- I. Run stand-alone, unattended server-side processes at any point in time on the server, including but not limited to any and all daemons, such as ircd.
- J. Run any software that interfaces with an IRC (Internet Relay Chat) network. In addition to the above, we reserve the right to suspend or terminate any hosting account that we feel is jeopardizing our network for any reason. up2speed computer solutions will be the sole and final arbiter as to what constitutes a violation of this policy.

Bandwidth and Disk Usage:

You agree that up2speed computer solutions will monitor and meter Your bandwidth and disk usage and, in the event that You exceed the bandwidth or disk usage allocated under Your account, up2speed computer solutions may take action that may, at up2speed computer solutions' sole discretion, include the assessment of additional charges, disconnection or discontinuance of any and all up2speed computer solutions' services, forced upgrade of Your account to a level commensurate with Your usage level, or termination of this Agreement. You agree that in the event of a dispute up2speed computer solutions' internal monitoring reports shall be the final method of determination how much disk space and bandwidth was used and You agree to pay the excess usage charges when due. Log files cannot be deleted by You, but will automatically be deleted once every month. Unless specifically outlined in Exhibit B "Service Agreement" You agree not to run more than 15 processes or programs simultaneously. You agree not to upload any file greater than 50 megabytes in size to any of up2speed computer solutions' servers. All images in Your account must be linked to from pages within Your account. It is a violation of this Agreement to use this account as merely an image, sound or file library.

Excessive Usage:

Data transfer is measured per calendar month. up2speed computer solutions may warn You when You have reached 80% of Your allowed data transfer, but is under no obligation to do so. You may extend Your allowed data transfer amount by purchasing additional amounts at the current price as listed on the up2speed computer solutions' web site.

Uptime Guarantee:

Unless specifically outlined in a signed Exhibit B "Service Level Agreement", up2speed computer solutions makes no guarantees regarding server uptime and connectivity, and no credit or return of payment may be demanded by You for server downtime.

CGI Usage:

Unless specifically outlined in Exhibit B "Service Agreement" CGI scripts and programs are subject to resource limitations as follows:

Size of Core Files - 0 MB

CPU Time Used - 30 seconds

Memory Size - 16 MB



Number of Open Files - 32

Number of Simultaneous Processes - 15

These limits are subject to change and variation as necessary, at the sole discretion of up2speed computer solutions, and may be enforced by automatic monitoring systems.

Database Usage:

Unless specifically outlined in Exhibit B "Service Agreement" Use of MySQL or SQL Server 2000 databases on up2speed computer solutions' servers is subject to the following conditions and restrictions:

- A. No database may be used to act as a "hit counter," or for logging of information distributed nightly in the raw Web logs (including but not limited to browser and page referrer information);
- B. Databases may only be used in conjunction with up2speed computer solutions' managed service accounts;
- C. Databases may not be used to store binary data (including but not limited to image, multimedia and application files); if needed, these files should be stored within the User account and referred to in the database by a "pointer";
- D. a limit of 25 Users per database;
- E. a limit of 35,000 queries/User per hour and 3,500 connections per hour.

up2speed computer solutions reserves the right to require changes to database designs or usage methods in any case where such designs or methods are found to have an adverse impact on a database server and/or other databases on that server. up2speed computer solutions reserves the right to disable any database determined to be unacceptably harming performance of a database server.

Cron Jobs:

Cron jobs are allowed on up2speed computer solutions' servers, subject to the following conditions and restrictions:

- A. The job must not execute more often than once every hour;
- B. the job must generate no greater impact than a CGI script;
- C. the job must be "niced" (for details, read about the nice command with "man nice"), and the nice value must be 10 or greater.

Server Side Processes:

The installation or operation of any stand-alone, unattended server-side processes or daemons on up2speed computer solutions' servers, with the exception of cron jobs, subject to their own policy, is forbidden, except by special arrangement. This specifically includes IRC bots or clients as well as any network redirector programs. Use of such a process to accept network connections, for any purpose whatsoever, is expressly forbidden. Violation of this policy may result in immediate account termination without warning.

Server Exploiting Policy:

Any account who is attempting or has attempted to successfully or unsuccessfully exploit any of the server's services, including but not limited to the http server or ssh server, or attempting to gain root access will have their account terminated without notice.

Assignment:

In consenting to the terms of this Agreement, You acknowledge that You do not have the right to assign this Agreement without the prior written consent of up2speed computer solutions. This Agreement shall be



binding upon and inure to the benefit of You and up2speed computer solutions and their successors and permitted assigns.

Disclosure of Customer Information and Legal Process:

up2speed computer solutions has a policy of confidentiality regarding customer information. However, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or official governmental request, to protect up2speed computer solutions or others from harm, and/or to ensure the proper operation of up2speed computer solutions' services, up2speed computer solutions may disclose any customer information in its possession, including, without limitation, information about customers, Internet transmissions and website activity. up2speed computer solutions has no obligation to notify any person, including the customer about whom information is sought, that up2speed computer solutions has provided the information or the nature of the information provided. You acknowledge the above and agree to it without reservation.

up2speed computer solutions as Reseller or Licensor:

up2speed computer solutions is acting only as a reseller or licensor of the hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-up2speed computer solutions Product"). up2speed computer solutions shall not be responsible for any changes that cause the Non-up2speed computer solutions' Product to become obsolete, require modification or alteration, or otherwise affect the performance of up2speed computer solutions' services. Any malfunction or manufacturer's defects of Non-up2speed computer solutions' Product either sold, licensed or provided by up2speed computer solutions to You or purchased directly by You used in connection with the up2speed computer solutions' services will not be deemed a breach of up2speed computer solutions' obligations under this Agreement. Any rights or remedies You may have regarding the ownership, licensing, performance or compliance of Non-up2speed computer solutions' Product are limited to those rights extended to You by the manufacturer of such Non-up2speed computer solutions' Product. You are entitled to use any Non-up2speed computer solutions' Product supplied by up2speed computer solutions only in connection with Your permitted use of up2speed computer solutions' services. You agree to use Your best efforts to protect and keep confidential all intellectual property provided by up2speed computer solutions to You through any Non-up2speed computer solutions' Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with up2speed computer solutions' services. You agree not to transfer, export or re-export any Non-up2speed computer solutions' Product, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

Licensed Software Only:

You agree to use only properly licensed third party software in connection with Your use of up2speed computer solutions' managed services.

Cancellation:

This Agreement goes into effect upon confirmation of Your order with up2speed computer solutions or commencement of provision of up2speed computer solutions' services to You. The duration of this Agreement is determined by the length of service indicated by You at the time of order confirmation or the period indicated by You through a request to extend up2speed computer solutions' services, whichever is longer. Should no specific extension of services be requested by You, this Agreement shall automatically renew month to month, unless terminated or canceled by either party as provided in this Agreement. During this duration of this Agreement as indicated above, this Agreement cannot be terminated by customer for any reason. This Agreement may be terminated on the renewal/anniversary date by either party by giving the other party notice by letter or e-mail at least 30 days prior to the renewal/anniversary date of the services ordered, or by up2speed computer solutions in the event of nonpayment by You or by up2speed computer solutions, at any time, without notice, if in up2speed computer solutions' judgment You have in any way breached this Agreement. If up2speed computer solutions cancels this Agreement pursuant to any of the terms outlined in this Agreement up2speed computer solutions shall not refund to You any fees, paid or prepaid, in advance of such cancellation, and You are obligated to pay any and all fees and charges accrued



ph: 303.217.5200 • fax: 866.678.6103

prior to the effectiveness of such cancellation. Prepaid fees are not refundable. If, prior to the end of the agreed duration of this Agreement, You cancel up2speed computer solutions' services for any reason, or up2speed computer solutions terminates the Agreement due to Your breach of this Agreement, You will be charged an early termination fee equal to the fee for such account remaining in the term. At no point shall You receive a refund of any prepaid service fees.

Contacting up2speed computer solutions:

Any questions on this or any other agreement may be sent to legal@up2speed.computer solutions.com. You may also contact us by phone at (303)217-5200. All notices shall be sent to up2speed computer solutions via registered mail at the following address:

up2speed computer solutions , LLC, 1163 South Cherokee Street Denver, CO 80228