

Effective Date: 01/01/2022

Right Networks Secure Workstation Terms and Conditions

The terms and conditions (this “**Agreement**”) set forth herein constitute the full and complete agreement between you and Right Networks, LLC (“**Right Networks**”) with respect to Right Networks’ provision of, and your use of the Right Networks Secure Workstation Services (the “**Services**”). By using the Services, you agree (i) you have read and understand this Agreement; (ii) you are bound by this Agreement; (iii) this Agreement is valid and enforceable against you; and (iv) to the extent you are using the Services on behalf of a business entity as the Account Owner, you have the power and authority to bind that business entity to this Agreement and each other individual that uses the Services on your behalf or at your direction. We use the term “you” to refer to you as an individual and to any business entity for which you are acting as an agent or representative. The terms contained herein supersede and replace any other agreement or negotiation between you and Right Networks with respect to the Services, whether oral, written or otherwise, including any statements made to you by any representative of Right Networks at any time with the sole exception of agreements physically signed by an authorized officer of Right Networks and delivered by hand, mail, email, or FAX.

1. TERMS & DEFINITIONS

- (a) “**Account**” means, with respect to a Customer, the details of the Services currently purchased by such Customer.
- (b) “**Account Owner**” means the Person deemed to have complete control over the Account.
- (c) “**Active Computer**” means a personal computer with respect to which a Customer has purchased the Services.
- (d) “**Affiliate**” means, as applied to any Person, any other Person Controlled by, Controlling, or under common Control with that Person.
- (e) “**Billing Period**” means, with respect to an Account, a one-month period beginning on the date on which Right Networks first makes the Services available and recurring monthly until Customer Cancellation.
- (f) “**Control**” means either the direct or indirect (i) control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority), or (ii) power to manage, direct or cause the direction of the management and policies of such entity.
- (g) “**Customer Cancellation**” means, with respect to an Account, the cancellation by a Customer of all use of the Services.
- (h) “**Customer**” means the Person obligated to make payments to Right Networks or its Affiliate with respect to the purchased Services.
- (i) “**Discounts**” means a discount to the Service Fees that is (i) set forth in a Quotation or on the Web Portal, (ii) applicable only to the extent identified in the Quotation or on the Web Portal, and (iii) effective only for the period specified in the Quotation or on the Web Portal.
- (j) “**Person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

- (k) **"Processor"** means an entity that processes personal data for a customer or business without having ownership of the data.
- (l) **"Quotation"** means, with respect to a Customer, a writing executed by such Customer and an authorized representative of Right Networks setting forth the description of the Services purchased, the Service Fees, and any additional terms and conditions applicable to the Services, as amended by the parties from time to time.
- (m) **"Secure Workstation Services"** means, with respect to a Customer's Active Computers, (i) the installation and initial and ongoing configuration of the Third Party Leased Software, (ii) the encryption of the Active Computer's local hard drive(s), (iii) the monitoring of operating system updates, (iv) the backing up of files as set forth herein, (v) the monitoring, mitigation of and response to threats, including through the use of Third Party Leased Software, and (vi) the Support Services.
- (n) **"Service Fees"** means the fees corresponding to the Services set forth in a Quotation or on the Web Portal, as discounted by any Discounts.
- (o) **"Sub-processor"** means any subcontracted third party provider engaged by the Processor or service provider who processes customer personal data on behalf of the Processor or service provider.
- (p) **"Support Services"** means phone, chat and email support in connection with the Services.
- (q) **"Third Party Leased Software"** means third party software licensed by or on behalf of Right Networks in connection with the Services and made available on Active Computers.
- (r) **"Web Portal"** means the Right Networks web portal currently located at myaccount.rightnetworks.com, any any successor website, through which Account Owners can manage their Account, add and discontinue Services, and review billing details.

2. ACCOUNT OWNER TERMS.

- A. Only the Account Owner has the power to cancel the Account, change the name of the business, and move sub-accounts.
- B. There can only be one Account Owner at one time. Account Owners may be transitioned by contacting Right Networks and completing the Right Networks Account Owner Change Request Form.
- C. To the extent you are using the Services on behalf of a business entity and that entity is the Customer, you have the power and authority to bind the Customer to this Agreement, including with respect to payment obligations under Section 3.
- D. It is your obligation to update the person named in the Account Owner role. You agree to keep the person named in the Account Owner role up to date in the Web Portal, including without limitation if the prior Account Owner becomes deceased or is no longer part of your organization.
- E. You are solely responsible for controlling access to the Customer Data within your organization.
- F. Only the Account Owner may transfer the Services, including without limitation Third Party Leased Software, from one Active Computer to another. To transfer the Services to another computer, both computers must be accessible to Right Networks and the Account Owner must contact Right Networks to facilitate the transfer.
- G. Only the Account Owner may change or remove Services, which may be facilitated within the Account.
- H. Only the Account Owner may request Right Networks to restore backups of Customer Data. Account Owners may be asked to verify their identity through a security PIN.

3. FEES AND BILLING.

- A. Service Fees. In exchange for Right Networks' agreement to provide the Services, Service Fees applicable to the Services shall accrue during the Billing Period.
- B. Service Adjustments. Service Fees will be prorated ("**Prorated Fees**") for Services purchased during a Billing Period. No amounts will be refunded with respect to cancellations or reductions of Services during a Billing Period. Right Networks will refund fees on a prorated basis to the extent it terminates your Services during a Billing Period without cause.
- C. Billing. Right Networks will charge you on the first day of each Billing Period for (i) Prorated Fees for Services added during the prior Billing Period, and (ii) Service Fees for Services purchased and active on your Accounts as of the first day of the Billing Period. You agree to pay such amounts on the first day of each billing period. Unpaid amounts shall accrue interest at the lesser rate of 2% per month or the highest rate permitted by law. Payment of Service Fees must be made by credit card (American Express, Visa, MasterCard, and Discover) or bank transfer (bank transfer is available only upon approval, additional fees may apply) or other method made available at Right Networks' sole discretion. In the event you choose to pay by credit card or bank transfer, prior to activation of your Account and at any applicable time thereafter you authorize Right Networks to charge the credit card provided by you or transfer funds from the bank account provided by you for the amount of the Prorated Fees and Service Fees. All payments shall be made in United States Dollars.
- D. Discounts. Right Networks may from time to time offer Discounts to Customers. These Discounts are conditioned upon Customer's compliance with the terms of this Agreement. Upon a Customer's breach of any of the terms herein, Right Networks may, in its sole discretion and without notice, revoke any Discounts offered to such Customer.
- E. Fee Adjustments. The Service Fees shall be subject to price increases and decreases at any time by Right Networks in its sole discretion, provided that in each such case Right Networks shall notify the Account Owner of such adjustment no less than 30 days in advance of such adjustment.

4. ACCEPTABLE USE

Right Networks strictly enforces compliance with its acceptable use terms under this Section 4. You agree to use the Services in full compliance with the terms set forth below. Failure to so comply shall be deemed a material breach of this Agreement. In connection with your use of the Services, you agree that:

- A. you will cause each user who uses or accesses your Active Computers ("**Users**") to comply with the terms of this Agreement;
- B. you will not and will cause your Users not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government;
- C. you will not and will cause your Users not to take any action which encourages or consists of any threat of harm of any kind to any person or property;
- D. you will not and will cause your Users not to gain or attempt to gain any unauthorized access to the Services, accounts or Customer Data of any other Customer or other Person or disclose or use any such information without authorization;
- E. you will not and will cause your Users not to transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming," "phishing," "mail bombing" or similar activities and you will not carry out any "denial of service" attacks on any other website or internet service;
- F. you will not and will cause your Users not to engage in any activity of any kind that causes harm to minors or to perform any activity which is likely to cause such harm;
- G. you will not and will cause your Users not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of

- photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- H. you will not and will cause your Users not to remove or alter any copyright, trademark or other intellectual property notices with respect to the Services (including for the purpose of disguising or changing any indications of the ownership or source of the Services);
 - I. your sole remedy for any problems or dissatisfaction with the Services or services offered by Right Networks Affiliates is to cancel the Services. You agree that Right Networks has no obligation or liability arising from third party applications, including the Third Party Leased Software, or any content that you access via the Services, and that any relationship with such third-party applications may be governed by separate agreements with those third parties. You agree to comply and to cause your Users to comply with any applicable third party terms and obligations when utilizing the Services, regardless of whether payment for these services is made directly to Right Networks or to an Affiliated third party provider;
 - J. you will not and will cause your Users not to collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any Person without their express written consent (which may be through the Person's registration and/or subscription to your services, in which case you must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law, and you shall maintain records of any such consent throughout the Term of this Agreement and for three years thereafter;
 - K. you will not and will cause your Users not to use the Service to import or copy any local files that you do not have the legal right to import or copy in this way;
 - L. you will not and will cause your Users not to reverse-engineer, decompile, disassemble, modify or create derivative works of the Services or any part thereof except to the extent permitted by applicable law;
 - M. you will not and will cause your Users not to circumvent any technology used by Right Networks or its licensors to protect the Services or Third Party Leased Software;
 - N. you will not and will cause your Users not to sell, rent, sublicense or lease any part of the Services;
 - O. you will not and will cause your Users not to circumvent any territorial restrictions applied by Right Networks or its licensors;
 - P. you will not and will cause your Users not to attempt to harvest, collect or use addresses, phone numbers, email addresses or other contact information, except as you are expressly authorized to use by your clients;
 - Q. you will not and will cause your Users not to solicit private information (including social security numbers, credit card numbers and passwords);
 - R. you will not and will cause your Users not to use any crawling, robot, spider, scraper, or automated means while utilizing the Services;
 - S. you will not and will cause your Users not to do anything that is illegal, infringing, fraudulent, malicious or could expose Right Networks, its Affiliates or its other Customers to harm or liability of any type;
 - T. you will not and will cause your Users not to post or copy malicious content such as malware, Trojan horses, or viruses, or otherwise interfere with any of Right Networks' Customers' access to the Services;
 - U. you will not and will cause your Users not to undertake any action which is harmful or potentially harmful to Right Networks, its infrastructure or its ability to provide the Services; and
 - V. you will operate your Active Computers using reasonable judgment and will immediately contact Right Networks upon the discovery of any malicious content, malware, viruses, ransomware, or other suspected harmful intrusion.

5. YOUR DATA

- A. Ownership of Your Data. You acknowledge and understand that Right Networks may have access to the files on your Active Computers and the files on any network connected to such Active Computers merely by virtue of having access to such Active Computers. You acknowledge and understand that Right Networks may be required to copy, backup or transfer such data in connection with providing the Services. You represent and warrant that you are the legal and beneficial owner of all data and information, including personally identifiable information, that you have provided or will provide or make available to Right Networks in connection with the Services (collectively, "**Customer Data**"). You are the exclusive owner of your Customer Data and no rights to said Customer Data are transferred to Right Networks, except for the license grant set forth in Section 5(B) herein.
- B. License Grant. You grant Right Networks the right to access and use all Customer Data for the purpose of performing the Services. You further grant Right Networks the right to share with the licensors of Third Party Leased Software all Customer Data on a confidential basis in furtherance of Right Networks' provision of the Services.
- C. Our Obligations. Right Networks makes reasonable efforts to maintain customer privacy and confidentiality in compliance with state, federal, and industry compliance standards. Under various federal, state or municipality compliance regulations, Right Networks may be considered either a Processor or Sub-processor of personal data, depending on what data comprises your Customer Data. We will back up and exercise commercially reasonable efforts to protect your data in connection with providing the Services. Nevertheless, it is your responsibility to exercise due diligence to ensure the protection of your Customer Data, and Right Networks shall have no liability for any harm or damages caused by your failure to safeguard your own Customer Data. Right Networks will not disclose Customer Data to any other Person except as required to perform the Services or by court order. Please also review our Privacy Policy posted on rightnetworks.com.
- D. Your Obligations. You are solely responsible for ensuring that your login information is utilized only by you. Your responsibility includes ensuring the secrecy and strength of your passwords. Right Networks shall have no liability resulting from the unauthorized use of your login information, except as a direct result of Right Networks' gross negligence or willful misconduct. Right Networks will use commercially reasonable efforts to provide the Services, however you acknowledge that Right Networks does not guarantee the nonoccurrence of loss, theft, or unauthorized access to your Customer Data, or its ability to detect such loss, theft or unauthorized access. If your login information is lost, stolen, or used by unauthorized parties or if you believe that your Customer Data has been accessed by unauthorized parties, it is your responsibility to immediately notify Right Networks. You are solely responsible for complying with all applicable laws and regulations with respect to notification and other requirements related to any such unauthorized access to your Customer Data. After Right Networks receives and validates your request to reset account login information, Right Networks will use its reasonable efforts to take the requested action.
- E. Illegal Data. Right Networks shall be permitted to contact appropriate governmental authorities to report the discovery of any illegal content or data in connection with performance of the Services.
- F. No Liability. You agree that none of Right Networks, its Affiliates, or its Representatives or licensors shall have any liability or obligation with respect to the use or disclosure of any Customer Data in accordance with the terms of this Agreement.

6. THIRD PARTY LEASED SOFTWARE

- A. Licensors. You understand that the Third Party Leased Software is owned by various third party licensors. The ability of Right Networks to provide the Third Party Leased Software as part of the Services is conditioned upon Right Networks receiving necessary corresponding licenses from such licensors to provide you with the applicable Third Party Leased Software. To the extent that Right Networks loses one or more licenses to provide Third Party Leased Software, Right Networks shall be entitled to immediately cease providing such Third Party Leased Software as part of the Services. In such event, Right Networks will provide you with prompt notice and an opportunity to terminate the Services.
- B. Installation and Configuration. You understand and agree that the Third Party Leased Software is part of the Services and must be installed and configured on Active Computers for such computers to receive the benefit of such software. You agree that Right Networks will exercise commercially reasonable efforts to install and configure the Third Party Leased Software on your Active Computers to enable you to receive the intended benefit of the Services, but it is your responsibility to cooperate with Right Networks to enable us to install and configure the Third Party Leased Software. If you do not cooperate or are unresponsive with respect to our attempts to install and configure the Third Party Leased Software, you may incur charges for the Services without receiving the intended benefit of such services. You acknowledge and agree that it is your responsibility to cancel the Services to the extent you no longer wish to receive them, and that Right Networks cannot offer refunds of amounts charged to you for any period you were not receiving Services as a result of your failure to cooperate with Right Networks' ability to install and configure the Third Party Leased Software. You understand and agree that any time new software is installed and configured, it may have unintended interactions with the computer's operating system and/or other software applications accessible on such machine. Right Networks will use commercially reasonable efforts in each case to install and configure Third Party Leased Software on your Active Computers without causing unintended disruption and to troubleshoot any adverse interactions that may arise, however Right Networks does not guarantee that any installation or configuration of any Third Party Leased Software will be error free. Right Networks reserves the right to change the Services or add, remove or modify any particular Third Party Leased Software provided as part of the Service at any time, with or without notice to you. Third Party Leased Software is specific to the Active Computer on which it is installed and may not be transferred to another computer except in accordance with the terms of this Agreement.
- C. Limitation of Liability. You agree that none of Right Networks, its Affiliates, or its Representatives or licensors shall have any liability or obligation with respect to any adverse consequences of installing or configuring the Third Party Leased Software or any other software required in connection with Right Networks' performance of the Services, except to the extent such liability arises as a direct result of such party's gross negligence or willful misconduct.

7. OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY

- A. Ownership. The Services may make use of intellectual property of Right Networks including, but not limited to, our Web Portal (collectively, the "RN IP"). You understand and agree that as between you, your Users and Right Networks, all RN IP shall remain the sole property of Right Networks or its Affiliates and that, other than as set forth below in Section 7(B), you have no right, title or interest therein. You agree that you do not have the right to create any derivative works of the RN IP and hereby irrevocably assign any such derivative works you create to Right Networks.
- B. License Grant. Subject to your compliance with the terms of this Agreement, Right Networks hereby grants you a limited, non-exclusive, non-sublicenseable, non-transferable, revocable license to the RN IP solely in connection with your use of the Services which are active on your Account.

8. TERM AND TERMINATION

- A. Agreement Term. The term of this Agreement shall run coterminous with the Billing Period (the “**Term**”).
- B. Right Networks Termination Right. Right Networks may terminate this Agreement or any Service with respect to any Active Computer on written notice to you with or without cause.
- C. Customer Termination Right. The Account Owner may terminate its applicable Account on the Web Portal.
- D. Termination.
 - (a) **Data Retention**. You acknowledge that it is your responsibility to safeguard your data on your Active Computers and on your network. As part of the Services, Right Networks will back up certain files, folders, and/or drives on your computer (the “**Backed-up Data**”). Following the effective date of termination of the Services, Right Networks and/or its licensors will no longer retain Backed-Up Data. Neither Right Networks nor its licensors has any obligation to retain the Backed-up Data after such period and shall retain such Backed-up Data only in its sole discretion or as required by applicable laws or regulations.
 - (b) **License Termination**. Upon termination of this Agreement, all licenses and rights granted to you hereunder immediately terminate and you shall cease all use of the Services, except that you may continue to access your Account to view your account details and purchased Services. Following termination, Right Networks will attempt to uninstall all Third Party Licensed Software within 10 days. You acknowledge and agree that Right Networks’ ability to uninstall the Third Party Licensed Software (include decryption of hard disks) is dependent upon the applicable Active Computer being on and accessible to Right Networks. You agree to make all such Active Computers accessible to allow Right Networks to uninstall the Third Party Licensed Software and decrypt the hard disk. To the extent that Right Networks is not able to access one or more Active Computers that contains Third Party Licensed Software, such Third Party Licensed Software will not be uninstalled from the Active Computer and the hard disk will not be decrypted. You agree and acknowledge that you assume all risk associated with such hard disks remaining encrypted and such Third Party Licensed Software remaining on the Active Computer following Right Networks’ reasonable attempts to uninstall it, and Right Networks shall have no liability in connection therewith.

9. RIGHTS UPON ISSUANCE OF CIVIL OR CRIMINAL PROCESS

If Right Networks is served with civil or criminal process relating to an Account or the Customer Data relating to such Account, Right Networks shall have the right to take whatever action it deems reasonably necessary to comply with such civil or criminal process. In the event that Right Networks incurs attorneys’ fees and costs in connection with any such civil or criminal process, you will be responsible for reimbursing Right Networks for all attorneys’ fees and costs.

10. SERVICES; WARRANTIES; LIMITATION OF LIABILITY

- A. Services and Warranties. Right Networks agrees to provide the Services in accordance with the terms of this Agreement. Notwithstanding the foregoing, because many events and circumstances are beyond the control of Right Networks, Right Networks does not in any way warrant or otherwise guarantee the availability or performance of the Third Party Leased Software that comprise the Services, and is not responsible for any delay or loss of data or other data corruption, lack of or slow internet connectivity, lack of or slow computer processing, insufficient memory, driver incompatibility, version incompatibility, or any other issues that may arise, whether or not due to the negligence of Right Networks. Right Networks does not guarantee that Customer Data cannot be stolen, exfiltrated, lost, damaged, altered, deleted or manipulated. Right Networks does not guarantee that your

computer will not get a virus, malware, hacked, ransomware, infected or otherwise attacked or compromised, or that Right Networks will detect any such intrusion. In the event Customer Data is compromised, Right Networks will use commercially reasonable efforts to restore your Customer Data, settings, and configurations to restore you to your original position. Notwithstanding anything in this Agreement to the contrary, Right Networks may, at its sole discretion, take all such actions as it may deem necessary or advisable to assure the security of its network, the integrity of the network structure, or to prevent damage to its network, its software or any data stored on the Right Networks servers.

THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND RIGHT NETWORKS MAKES NO WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR ANY PORTION, COPY OR COMPONENTS THEREOF) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY RIGHT NETWORKS, OR THEIR QUALITY OR RELIABILITY, OR OTHERWISE ARISING UNDER THIS AGREEMENT.

Information obtained by you from the internet may be inaccurate, offensive or in some cases even illegal. With the exception of the content found on Right Networks websites, Right Networks has no control over information contained on the internet. Right Networks, therefore, accepts no responsibility or liability for any information which you may receive from the internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the internet as well as the reputation of the individuals with whom you may deal.

RIGHT NETWORKS PROVIDES NO WARRANTY FOR ANY GOODS OR SERVICES WHICH YOU OBTAIN OVER THE INTERNET, NOR THE COMPATIBILITY OF ANY SUCH SERVICES WITH YOUR ACTIVE COMPUTERS OR THE NETWORK.

- B. Limitation of Liability. Right Networks' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate exceed the payments actually received by Right Networks under this Agreement applicable to the Active Computer at issue in the six months preceding the claim. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has or should have had knowledge of the basis of the action or claim.

YOU SPECIFICALLY HEREBY WAIVE ANY CLAIM FOR DAMAGES OF ANY KIND THAT YOU MAY HAVE AGAINST RIGHT NETWORKS OR ITS AFFILIATES, OR THIRD-PARTY SERVICE PROVIDERS, IN CONNECTION WITH YOUR USE OF THE SERVICES, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS OR LOSS OF BUSINESS.

11. INDEMNITY

You agree to fully defend (with counsel acceptable to Right Networks), indemnify and hold harmless Right Networks, its Affiliates, and their officers, directors, agents, resellers, and employees (“**Representatives**”), in their official and personal capacities, of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including reasonable attorneys’ fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of, in connection with or relating to any actual or alleged (i) breach of this Agreement by you or your Users, (ii) your or your User’s negligence, willful misconduct or illegal acts, (iii) any violation or misappropriation of any Person’s intellectual property or other proprietary rights based on your use of the Services, other than in strict accordance with this Agreement, and (iv) your failure to maintain the confidentiality of your Customer Data or Account information.

You agree that you will keep confidential all Account information provided to you by or on behalf of Right Networks, including usernames and passwords, and you assume all responsibility for any loss, theft or other destruction of any such data caused by or attributable to your actions or inactions.

12. FORCE MAJEURE / WITHDRAWAL FROM BUSINESS

Except for payment obligations hereunder, either party to this Agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, outbreaks, epidemics and pandemics, and governmental shut-downs or other restrictions or requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance from a Force Majeure event.

13. ASSIGNMENT

This Agreement and the rights hereunder are not assignable or transferable without the prior written consent of the other party, except that Right Networks may freely assign any or all of its rights hereunder to any Affiliate or successor-in-interest of Right Networks. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

14. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

15. CHOICE OF LAW

This Agreement shall be interpreted under the laws of the State of New Hampshire, without regard to any conflict of laws provisions, without regard to its conflict of law rules which refer to or apply the law of another jurisdiction. Subject to the provisions of Section 17, the parties agree that any disputes arising out of or relating under this Agreement shall be commenced in the state or federal courts in the State of New Hampshire, and both parties consent to jurisdiction and venue in such courts.

16. DISPUTE RESOLUTION

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration in the City of Nashua, State of New Hampshire, by a panel of three arbitrators. Each Party shall designate one disinterested arbitrator and the two arbitrators so designated shall select a third arbitrator. The persons selected as arbitrators need not be professional arbitrators and persons such as lawyers, accountants, brokers and bankers shall be acceptable, but each shall have substantial experience with respect to information technology and

development. The arbitration proceeding shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then and there pertaining. Any party may initiate arbitration proceedings hereunder by providing written notice ("**Demand for Arbitration**") to the other party to such claim, dispute or controversy. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or controversy has arisen; provided, however, that no Demand for Arbitration may be made after the date when institution of such claim, dispute or controversy would be barred by the applicable statutes of limitations. Arbitration proceedings shall be commenced within thirty (30) days of such notice or as soon thereafter as practicable, and the arbitrators shall be required to render a written determination within thirty (30) days after the commencement of such arbitration proceedings. The written award of a majority of the arbitrators shall be final and binding upon the parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including the federal district courts located in the City of Nashua, State of New Hampshire. All costs of any such arbitration shall be borne equally by the parties.

This Section shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in the state or federal courts in the State of New Hampshire in accordance with the provisions of Section 16. Notwithstanding the foregoing, the arbitrator hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. The parties, their representatives, other participants, and the mediator and arbitrator shall hold the existence, content, and result of any mediation and arbitration in confidence except to the extent necessary to enforce a final settlement agreement or to obtain and secure enforcement of or a judgment on an arbitration decision and award.

17. TRADEMARKS AND COPYRIGHT

"Right Networks", "We Host Your Business So You Can Run Your Business", "HyperRight", and "The Right Way to The Cloud" are registered trademarks of Right Networks, LLC. "Serve Customers Everywhere From Anywhere", "Serve Clients Everywhere From Anywhere", "AccountingC4", "C4Accounting", "Cloud Computing Collaborative Community" and the C4 logo are trademarks of Right Networks, LLC. "C4U", "AccountingC4U", "C4University" and the C4U logo are trademarks of C4U, LLC. All other trademarks are property of their respective owners.

Copyrights in this website and all content of this web site are owned by Right Networks. You may not copy or use in any way any content without Right Networks written permission except as permitted under applicable law.

18. ACKNOWLEDGEMENTS

If you provide any third parties with information, including but not limited to web content, printed advertising, and electronic advertising, that directly links or refers to Right Networks Services, said information must identify those services as "Powered by Right Networks" and, if on a web page, such identification must also link to www.rightnetworks.com.

If you use Right Networks as a sub-vendor to provide services to your customers, your user agreements must include the following text, with appropriate substitutions for the italicized text:

Your Customer understands and agrees that: a) *Your Legal Entity* may use sub-vendors to deliver its services, b) sub-vendors are not a party to *Your Agreement*, c) *Your Legal Entity* is not affiliated with or endorsed by its sub-vendors unless otherwise stated herein, d) *Your Customer* disclaims any liability by all sub-vendors related to services purchased through *Your Legal Entity*, and e) *Your Legal Entity* is solely responsible for the provision all services on *Your Website*.

Notwithstanding the above, all users of the Services are a party to this Agreement and agree to the above with respect to any intermediary if using Right Networks through such. In addition, Right Networks retains the right to terminate any rights to use "**Powered by Right Networks**" under this Section 19 at any time, and upon such notice of termination shall immediately cease all such use.

19. NO AGENCY

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between Right Networks and you.

20. AMENDMENT

Right Networks may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the Right Networks website in place of the old. Each and every such amendment shall become effective immediately for users of Right Networks Services including but not limited to all pre-existing and future accounts. It is your responsibility to periodically check the Right Networks website for updates of this Agreement.

21. MISCELLANEOUS

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. All provisions of this Agreement that by their nature are intended to survive any termination or expiration of this Agreement shall so survive, including, without limitation, limitations on Right Networks' liability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Any rights not otherwise expressly granted by this Agreement are reserved by Right Networks.