

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the agreed upon Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support in accordance with the Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor

Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.5 Customer may opt out of these Terms and Conditions, but doing so will terminate Services.

3.0 CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Company's software, website, and accompanying documentation is owned and copyrighted by Company and is protected by intellectual property laws. Customer has no ownership interest in Company's software itself and is not permitted to copy or modify the software. Company maintains no intellectual property rights to any of Customer's personal information disclosed in connection with Company's services and will only use Customer's personal information in accordance with the terms of its Privacy Policy outlined below.

4.0 PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all

expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 Company may terminate this agreement without notice if the customer materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company also reserves the right to terminate this agreement at any time for any reason with advance notice. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. PRIVACY POLICY

7.1 It is Trestles' policy to respect your privacy regarding any information we may collect while operating our websites. Our privacy policy is available on our website(s) and is incorporated within this document.

7.2 **Website Visitors:** Like most website operators, Trestles collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Trestles' purpose in collecting non-personally identifying information is to better understand how Trestles' visitors use its website. From time to time, Trestles may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

7.3 Trestles also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on trestlescs.com blogs/sites. Trestles only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog/site where the comment was left.

7.4 **Gathering of Personally-Identifying Information:** Certain visitors to Trestles' websites choose to interact with Trestles in ways that require Trestles to gather personally-identifying information. The amount and type of information that Trestles gathers depends on the nature of the interaction. For example, we ask visitors who sign up at trestlescs.com to provide a username and email address. Those who engage in transactions with Trestles are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Trestles collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Trestles. Trestles does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

7.5 **Aggregated Statistics:** Trestles may collect statistics about the behavior of visitors to its websites. Trestles may display this information publicly or provide it to others. However, Trestles does not disclose personally-identifying information other than as described below.

7.6 **Protection of Certain Personally-Identifying Information:** Trestles discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Trestles' behalf or to provide services available at Trestles' websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using Trestles' websites, you consent to the transfer of such information to them. Trestles will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and

affiliated organizations, as described above, Trestles discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when Trestles believes in good faith that disclosure is reasonably necessary to protect the property or rights of Trestles, third parties or the public at large. If you are a registered user of a Trestles website and have supplied your email address, Trestles may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Trestles and our products. If you send us a request (for example via email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. Trestles takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

7.7 Cookies: A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Trestles uses cookies to help Trestles identify and track visitors, their usage of Trestles website, and their website access preferences. Trestles visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using Trestles' websites, with the drawback that certain features of Trestles' websites may not function properly without the aid of cookies.

7.8 Business Transfers: If Trestles, or substantially all of its assets, were acquired, or in the unlikely event that Trestles goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Trestles may continue to use your personal information as set forth in this policy.

7.9 Ads: Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Trestles and does not cover the use of cookies by any advertisers.

7.10 Privacy Policy Changes: Although most changes are likely to be minor, Trestles may change its Privacy Policy from time to time, and in Trestles' sole discretion. Trestles encourages visitors to frequently check this page for any changes to its Privacy Policy. If there is a change to the Privacy Policy, the Policy will indicate the "Last Updated" date at the beginning of the Policy. Any changes we make to our Privacy Policy are effective as of this Last Updated date and replace any prior Privacy Policies. If you have a trestlescs.com account, you might also receive an alert via email, a notification to our

website, or any other means we deem reasonable to inform you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change. If there is a material change in this Privacy Policy, you will have the right to opt of consent to the revised policy and will be informed of a mechanism by which you may do so. Please note that this will result in a termination of services.

8. LIMITATION OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1 Company may at any time modify the Terms of Conditions without advance notice, and your use of Company's services is subject to these modifications. While advance notice may not be provided, Company will notify you of material changes through our Website, by a blog post, email, or any method we determine. Notification of a material change will include an option to opt out of the revised Terms and Conditions. Please note that if you choose to opt out, Company's services will no longer be available to you. Company will also provide a "Last Updated" Date at the beginning of this Agreement if a change is made. Any changes we make to our Agreement are effective as of this Last Updated date and replace any prior Terms of Conditions.

9.2 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this

Agreement will otherwise remain in full force and effect and enforceable.

9.3 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

9.4 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

9.5 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

9.6 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.7 **Governing Law:** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.