

ACCESS SERVICES AGREEMENT

This Access Services Agreement (“Agreement”) is entered into and made effective as of the date on which you accept these terms and conditions (the “Agreement Date”), by and between CSI Services, Inc. an Iowa corporation doing business as RICS Software (“RICS Software”), and your company or organization (“You” or “Company”). You agree that your use of any Software and/or Services constitutes acceptance of this Agreement.

RICS Software may at any time modify the terms and conditions of this Agreement, or any part thereof, or may impose new conditions to Your use of the Software. Except as otherwise stated herein, any modification to this Agreement shall be effective ten (10) days after it initially is posted on the <http://www.ricssoftware.com> website. Your use of the Access Services (as defined below) after any such modification will be conclusively deemed acceptance of such modification.

The following additional documents are hereby incorporated herein by reference and are made a part of this Agreement:

- a. Acceptable Use Policy
- b. Any RICS Software Price Quotation you have signed and/or under which you are using the Access Services

Additional addenda and schedules may be added to and constitute a part of this Agreement to the extent they reference this Agreement and are duly executed by each party hereto.

ARTICLE I. DEFINITIONS

The following terms used herein shall have the meanings set forth below throughout this Agreement, except as expressly indicated to the contrary herein.

- 1.1 "Access Services" has the meaning set forth in Section 2.1.
- 1.2 "Addendum" means one or more Price Quotations (defined below), proposals, addenda, schedules, statements of work, scope of work documents, exhibits, attachments, or amendments to this Agreement. Any Addendum not listed above shall be signed by a duly authorized representative of each party. "Price Quotation" means a quotation identifying specific Software, Access Services or Work Product that are to be provided to Company in accordance with this Agreement and with the additional terms and conditions set forth in such quotation, if any. A Price Quotation may be accepted by Company by its signature or upon its first use of the Access Services and will become part of this Agreement once accepted by any specified deadline.
- 1.3 "Agreement Date" means the first date that the Company is provided initial access to the initial Access Services.
- 1.4 "Company Content" means data and material provided by Company or its personnel through the Services and residing within the database for the Company's instance of the Access Services. Company Content includes without limitation inventory, sales and end user data collected by Company and information relating to merchandise or services sold by Company.
- 1.5 "Confidential Information" means any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary or that the receiving party knows or should know is confidential or proprietary. In addition, the parties

acknowledge and agree that: (a) the proprietary business plans and information of Company as to which RICS Software shall have access in connection with performing its obligations hereunder constitute Confidential Information of Company; and (b) RICS Software's Software, documentation and other deliverables furnished by RICS Software under this Agreement (including, but not limited to the material provided in training classes) and the terms of and pricing under this Agreement constitute Confidential Information of RICS Software.

1.6 "Effective Date" of an Addendum means the date indicated therein or, if earlier, the date Company begins using any Access Service.

1.7 "Go Live" for Company's first use of Access Services is the date of their first training session. "Go Live" for Company if it has a perpetual license of RICS v7.X is the actual date the Company has their data converted to RICS Enterprise enabling the Company to utilize the Software and the Access Services.

1.8 "Services" means the delivery of the Access Services, Work Products and support services as described herein and any relevant Addenda.

1.9 "Software" means any or all of RICS Software's applications, and any updates and upgrades thereto, in any form (source, executable or machine-readable code, any associated HTML scripts, or other code in any form), including such computer programs that are specified in a "Schedule of Products" on an Addendum as provided herein.

1.10 "Work Product" means computer code, system configurations, web pages, integrations, training materials, documentation, design materials and/or other deliverables prepared in the course of providing Application Services hereunder or other services to Company, but excludes the Software.

ARTICLE II. SERVICES

2.1 Access Services. RICS Software will provide Company access to a hosted instance of the Software and any applicable Work Product set forth on an Addendum and as agreed in other applicable Addenda in accordance with its standard policies and procedures for delivery of such services as may be amended from time to time ("Access Services"). Company's access and use rights shall continue for the applicable term indicated in the Addendum for the periods specified therein (if specified) or until the Term has expired. Company agrees to comply with use limitations and provisions contained in any Addendum.

2.2 Access Services Fees. Company agrees to pay all fees and related expenses set forth in any Addendum and otherwise agreed by the parties for Access Services by Automated Clearing House (ACH) as set forth in Section 7.1. In the event the Company exceeds the number of agreed to concurrent users (where applicable), RICS Software may issue an invoice or provide notice to Company of the excess, after which Company agrees to pay the additional Access Services fees.

2.3 Rights in Software and Work Product; Nature of Services. Title and ownership rights to the Software, Work Product and equipment and software used to provide the Access Services shall remain in RICS Software and RICS Software reserves all rights not expressly granted. RICS Software shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Software and Application Services or any new programs, upgrades, modifications or enhancements developed by RICS Software in connection with rendering the Access Services to Company, even when refinements and improvements result from Company's request or requirements. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in RICS Software by virtue of this Agreement or otherwise, Company hereby transfers and

assigns (and, if applicable, shall cause its affiliates to transfer and assign) to RICS Software all rights, title, and interest which Company or its affiliates may have in to such refinements and improvements.

ARTICLE III. LIMITED WARRANTY

3.1 Limited Warranty for Services and Support. RICS Software warrants that the Software provided to Company through the Access Services shall conform to RICS Software's published specifications in all material respects for such Software for a period of sixty (60) days after the Agreement Date. Any claim relating to a breach of the foregoing warranties must be made within ten (10) days of the expiration of these periods of time (the "Services Warranty Period"). The exclusive remedy relating to any claim for a breach of the warranties under this Section 3.1 shall be limited to provision of additional services to make the non-conforming services conform to such warranty. If RICS Software is unable to remedy any material breach within thirty (30) days after the date it is submitted to RICS Software, then the parties shall either agree to continue to attempt to remedy the material breach of warranty; provided that either party shall have the right to terminate this Agreement if not cured within an additional thirty (30) day period and, in such case, Company shall receive a refund of any prepaid monthly Access Services fees in respect of the post-termination period. Any claim for breach of warranty shall be made by providing written notice thereof to RICS Software together with a detailed explanation of the purported error. After expiration of the Service Warranty Period, RICS Software shall provide industry standard technical support services for the Software and the Access Services in conformity with its standard support guidelines.

3.2 Warranty Limitations. RICS Software does not warrant that: (a) the Software or Services are or will be free of bugs or errors; (b) the use of the Software, Services will be uninterrupted or error free; (c) the Software, Services or Work Product will meet Company's needs; or (d) the Software, Services or Work Product (or other deliverables provided hereunder) will operate in the hardware or system combinations which may be selected by Company (except to the extent requirements are set forth in an applicable Addendum and Company's hardware and system combinations comply with such requirements).

3.3 WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RICS SOFTWARE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SOFTWARE OR SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SOFTWARE OR SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY RICS SOFTWARE.

ARTICLE IV. CONFIDENTIALITY

4.1 Confidential Information. Each party receiving or having access to Confidential Information of the other party agrees to maintain the confidentiality of such Confidential Information and to only use it in carrying out its rights and obligations under this Agreement. Each party will protect the Confidential Information of the other party with the same degree of care it exercises relative to its own Confidential Information, but not less than reasonable care. Each party receiving Confidential Information of the other party agrees that it shall not provide access to, assign, transfer or otherwise display or disclose such Confidential Information to any third party and shall not reproduce, perform, display, prepare derivative works of, or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall make commercially reasonable efforts to prevent the theft of any Confidential Information of the other party and/or the disclosure, copying,

reproduction, performance, display, distribution and preparation of derivative works of the Confidential Information except as expressly authorized herein. Both parties agree to restrict access to the Confidential Information of the other only to employees and consultants who require access in the course of their assigned duties and responsibilities in connection with this Agreement. Upon expiration or termination of this Agreement, Company shall destroy all Confidential Information of RICS Software in its possession.

4.2 Exceptions. The obligations of the parties in respect of the Confidential Information of the other party shall not apply to any material or information that: (a) is or becomes a part of the public domain through no act or omission by the receiving party, (b) is independently developed by employees or consultants of the receiving party without use or reference to the Confidential Information of the other party; (c) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (d) is demanded by a lawful order from any court or anybody empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, provide the other with a copy of such order and to provide reasonable assistance to the disclosing party (at the disclosing party's expense in the case of reasonable out-of-pocket expenses) to object to such disclosure.

ARTICLE V. END USER & COMPANY USE; COMPANY ACKNOWLEDGEMENTS

5.1 Acceptable Use Policy. This Agreement contains the latest Acceptable Use Policy (the "AUP"). Company agrees to abide by the AUP. RICS Software may modify its AUP at any time. The current version of the AUP is posted in ADDENDUM A. Company acknowledges that RICS Software may, in its discretion, terminate this Agreement for noncompliance with RICS Software's AUP. Modifications to the AUP may be made by RICS Software in its sole discretion, and shall be effective upon the first to occur of posting on RICS Software's website or upon notice to Company. Company's continued access to the Software through Access Services constitutes Company's acceptance of such modifications.

5.2 Company Content. Company acknowledges and agrees that Company is solely responsible for ensuring the integrity of its Content. Company is responsible for all activities that occur in Company's account(s). Company shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Company Data and prevent unauthorized access to, or use of, the Access Services, and notify RICS Software promptly of any such unauthorized access or use. Company is advised that RICS Software is not responsible for any damages resulting from the loss of Company's Content, regardless of the reason for such loss unless such loss is due to intentional misconduct or grossly negligent conduct on the part of RICS Software. "De-identified Data" is information that has been stripped of information that is unique to and could be used to identify a particular individual, facility, or Company. RICS Software reserves and Company grants to RICS Software, the right to develop De-identified Data using the Company Content, Company's interaction with the Software and use of the Services, and to use and otherwise freely exploit such De-identified Data. Company grants to RICS Software, access to use the Company Data for providing the Access Services and to support Company's use of the same, including the right to run queries as RICS Software determines to be appropriate to support the Access Services.

5.3 Prohibited Practices. RICS Software shall have no duty or obligation to monitor Company's use of the Access Services or Company's Content or any other Content provided or distributed by others. Nevertheless, RICS Software may, in its sole discretion at any time, without notice to Company, and without liability to Company, remove from public view, disconnect, or terminate Access Services or the hosting of any of Company's Content or other content that RICS Software deems in its sole discretion to be offensive or illegal, for any one or more of the following reasons: (i) the content is adjudicated to be in violation of the laws of the state where the server resides; illegal or sexually explicit content or activities, or any content that allegedly violates the law, rules

or regulations of any country or subdivision thereof; (ii) the content constitutes harassment of third parties or individuals, including, but not limited to, by means of Company's billing practices; or (iii) Company's noncompliance with or material breach of any of the terms and conditions of the AUP or this Agreement; or (iv) claims made by third parties against RICS Software that Company or any of its users has engaged in one or more of the above practices.

5.4 Audit Rights. RICS Software shall have a right to audit Company's compliance with the terms of this Agreement and restrictions on access granted hereunder. Company permits RICS Software to access the administrative features of Company's Access Services and RICS Software's logs in order to establish Company's compliance with this Agreement. If RICS Software discovers evidence that Company is using the Software outside the scope of this Agreement, in which case, Company agrees to pay RICS Software the contracted value of the Software being used outside the scope of this Agreement, in addition to any fees incurred by RICS Software to conduct the audit.

ARTICLE VI. TERM; TERMINATION

6.1 Term. The term of this Agreement shall commence upon the Agreement Date and shall continue for an initial term of three (3) years, thereafter renewing for successive one (1) year terms (each a "Renewal Term") unless one party gives the other party notice of its intent not to renew at least thirty (30) days prior to the expiration of the initial term or the applicable Renewal Term. Notwithstanding the foregoing, this Agreement shall continue for the duration of any Addendum until the expiration or termination thereof.

6.2 Breach and Termination. If either party breaches a material provision of this Agreement, the other party shall give the breaching party written notice of such breach. If Company is the breaching party and Company fails to cure the breach within thirty (30) days, RICS Software shall have the right to terminate this Agreement and all access granted hereunder. If RICS Software is the breaching party and RICS Software fails to cure the breach within thirty (30) days, Company shall have the right to terminate this Agreement upon written notice thereof to RICS Software.

6.3 Obligations Upon Termination or Expiration; Survival. Upon termination or expiration of this Agreement, Company shall destroy the relevant Work Product, copies thereof and any supporting materials and certify to RICS Software the completion of to such destruction. In addition to those provisions that by their sense should survive, Articles 1, 4, 5, and 8 and Sections 2.3, 3.2, 3.3, and 6.3 shall survive the expiration or termination of this Agreement for any reason.

6.4 Company Data. Following the termination or expiration of this Agreement, Company shall have 30 days to access its account and download/export Company Data. Upon expiration of such 30-day period, RICS Software shall convert Company's account to an inactive status. RICS Software shall delete all Company Data within 90 days of Company's account converting to inactive status.

ARTICLE VII. PAYMENT; COMPANY LISTING

7.1 Payment and Invoices for Access Services. All payments shall be paid in advance by Company on a monthly basis using Automated Clearing House (ACH). Alternatively, Company can prepay six (6) months in advance via Company's check. Recurring payments shall commence at "Go Live" except as otherwise agreed to in an Addendum or Quote. RICS Software reserves the right to increase the fees due for Access Services once each year not more than ten percent (10%) per year. If a payment is returned, declined or rejected by RICS Software's bank, or incurs additional costs for RICS Software (e.g., bank fees) for any reason, the Company shall pay a service fee of \$40 and reimburse all such fees and costs incurred by RICS Software, and Company shall be

immediately deemed to be in default of this Agreement. If Company has not paid in full by the tenth day after payment is due, RICS Software may, in addition to all other remedies available at law or in equity, in its sole discretion, terminate this Agreement, or suspend the Access Services until payment is made in full. Any suspension or termination does not relieve Company from the obligation to pay all fees due to RICS Software, including the monthly Access Services fees. If Company defaults, Company agrees to pay RICS Software its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights. Amounts not timely paid shall bear interest at the rate of one and one half percent (1.5%) per month. RICS Software may change its fee schedules on sixty (60) days notice by postal mail or electronic mail. Upon such notice, Company shall have thirty (30) calendar days prior to the effective date of the fee schedule to notify RICS Software by certified postal mail should it not agree to such rate increase and that Company wishes to terminate this Agreement.

7.2 Address for Payments. Payments in other forms if approved by RICS Software made to RICS Software under this Agreement shall be made payable and delivered to:

RICS Software
Attn: Mark Brown
7602 East 88th Place
Indianapolis, IN 46256

or such other address provided to Company in writing by RICS Software.

7.3 Purchase Orders. RICS Software may require Company to submit a purchase order for any transaction greater than \$50,000, but the terms of such purchase order shall not modify any term or condition thereof.

7.4 Company Listing. Company hereby agrees to: (a) allow RICS Software to use Company's name and logo in RICS Software's customer list, on RICS Software's web site, and in RICS Software's marketing materials; (b) allow RICS Software to reference Company in a press release that announces Company's decision to use RICS Software; (c) participate in the joint development of a case study describing Company's use of RICS Software; and (d) participate in joint press and marketing activities with RICS Software; provided, however, that RICS Software shall not state, without Company's written permission, that Company approves, recommends or certifies the products and services of RICS Software.

ARTICLE VIII. MISCELLANEOUS

8.1 Titles. Titles and section headings are for the convenience of the parties and are not a part of this Agreement. Each Addendum to this Agreement is hereby incorporated herein by reference and constitutes a part of this Agreement.

8.2 Assignment. Company shall not assign this Agreement or any access granted hereunder for any reason without the express written consent of RICS Software. RICS Software may assign this Agreement without consent to another entity provided that such entity assumes RICS Software's obligations under this Agreement. Any other attempt to provide access, assign or transfer the Agreement or the access hereunder shall be void.

8.3 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control which makes performance commercially impractical, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action (each, a "Force Majeure Event").

8.4 Company Indemnity for Company's Content. Company shall indemnify and hold harmless RICS Software from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to Company's provision, or an end user's use, of Company's Content, or any act, error, or omission of Company in connection therewith, including but not limited to matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property or other right; or violation of any applicable law.

8.5 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM MAY BE BROUGHT BY COMPANY UNDER THIS AGREEMENT MORE THAN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

8.6 Maximum Liability. RICS Software's liability under this Agreement, regardless of the legal theory of any claim, shall not exceed the fee(s) paid by Company to RICS Software for the Access Services during the prior twelve (12) months.

8.7 Currency, Taxes and Other Charges. All fees charged by RICS Software and payable by Company are in U.S. dollars and do not include taxes. If RICS Software is required to pay any sales, use, value-added, import fees or duties or other taxes based on transactions under this Agreement (other than taxes based on RICS Software's income), such taxes shall be billed to and paid for by Company.

8.8 Notices. In the case of any required notice to RICS Software under this Agreement, such notice shall be in writing and will be deemed to have been duly given when: (a) delivered by hand (with written confirmation); (b) when sent by a party if sent by nationally recognized overnight delivery service or First Class U.S. Mail (receipt requested); or (c) received by the recipient by any other reasonable method to extent the other party has evidence of the receiving party's receipt thereof. Notices to RICS Software shall be sent to:

RICS Software
Attn: Mark Brown
7602 East 88th Place
Indianapolis, IN 46256

and any notice to Company hereunder shall be sent to a publicly available address for Company or the address provided by Company to RICS Software.

(or to such other address and contact as a party may indicate in a notice to the other).

8.9 Entire Agreement. This Agreement and any Addenda to this Agreement executed by both parties or incorporated herein by reference constitute the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written. There are no representations, promises, warranties or understandings relied upon by Company which are not contained herein. Any modifications to this Agreement must be in writing and duly executed by both parties. Company purchase orders may be submitted concurrently or later for funding and administrative purposes but terms and conditions contained therein shall have no force or effect. The failure by either party to insist upon

strict enforcement of any terms and conditions of this Agreement shall not constitute a waiver of any right or remedy.

8.10 Partial Invalidity. If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of all the remaining provisions.

8.11 Choice of Law. This Agreement shall be governed by the internal laws of Indiana (without giving effect to the choice of law provisions of any jurisdiction to the contrary). Any actions relating to this Agreement shall be brought only in the state or federal courts located in Marion County, Indiana, and Company consents to venue, personal and exclusive jurisdiction of such courts, and hereby waives any right to object to such exclusive jurisdiction or venue or to request a transfer there from.

8.12 Priority of Addenda, Schedules and Statements of Work. The conflicting terms of any Addendum to this Agreement shall control any conflicting term of this Agreement. The conflicting terms of any specific statement of work issued under an Addendum or this Agreement shall control any conflicting term of this Agreement and/or the Addendum, as the case may be. The conflicting terms of any Addendum or other addendum, schedule or exhibit shall apply only to the matters provided therein unless such instrument explicitly provides that it constitutes an amendment to this Agreement.

8.13 Relationship of the Parties. Nothing herein shall be construed to place the parties in a relationship of partners or joint ventures or to make either party the agent or legal representative of the other for any purpose whatsoever. Each party further covenants that it shall take no action and shall make no representation that would create an apparent agency, employment, partnership, or joint venture. Neither party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Neither party shall be responsible for any act or omission of the other or any employee of the other. No employee of RICS Software is or shall be considered an employee of Company for any purpose in connection with the provision of Access Services under this Agreement.

ADDENDUM A - ACCEPTABLE USE POLICY

This Acceptable Use Policy defines prohibited activities and content pertaining to your use of the Software. The prohibited activities and content listed in this policy are not exhaustive. RICS Software reserves the right to remove any content, restrict or terminate the use of the software and services for activities or content that, in RICS Software's reasonable judgment, violates this policy or any agreement pursuant to which you use the services. RICS Software may change this policy from time to time by posting the updated policy on its web site. You are deemed to accept a change to this policy upon your use of the software and services following any such change. If you do not accept this policy, you may not access or use any of the Software and Access Services.

Prohibited Activities and Content

You may not use the software and services or permit others to use the software and services:

- to violate any law of any applicable jurisdiction, including, without limitation, laws governing antitrust, encryption, export/import control, intellectual property, obscenity, privacy, securities, and telecommunications;
- to commit any tortuous or wrongful act;
- to post, send or receive defamatory, harassing, libelous, obscene, pornographic or threatening materials, or private information without the consent of the individual(s) involved;

- to post, send or receive any content, including, without limitation, text, graphics, images, computer programs, links and "meta tags," that violates any copyright, patent, trademark, trade secret or other intellectual property right of a third party;
- to record, store or transfer payment/credit card data;
- to record, store or transfer personal information; defined as first name and last name or first initial and last name in combination with any one or more of the following data elements: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a customer's financial account; provided, however, that "Personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public;
- to delete or alter copyright or trademark notices without prior written approval of the owner;
- to obtain or attempt to obtain unauthorized access to any server, system, network or account;
- to interfere or attempt to interfere with the provision of software and services to any user, host, or network by use of any program, script or otherwise;
- to interfere or attempt to interfere with security-related features of our software and services, or features that limit or restrict (a) use of our software and services or (b) use or copying of any content accessible through use of our software and services;
- to send, receive or use viruses, worms, harmful code and/or Trojan horses, or Internet Relay Chat "bots";
- to resell the software and services, in whole or in part, to any third party without RICS Software's prior written consent;
- to violate the terms of the RICS Software Access Services Agreement.

In addition, the following terms from RICS Software's co-location vendor, LightBound, shall also apply to Company (as though Company is the customer of LightBound):

*****Server Abuse*****

Any attempt to undermine or cause harm to a server or customer of LightBound is strictly prohibited. LightBound will strongly react to any use, or attempted use, of an Internet account or computer without the owner's authorization. Such attempts include, but are not limited to, "Internet scamming", phishing, password robbery, and security hole scanning. Any unauthorized use of accounts or computers by a LightBound customer, whether or not the attacked account or computer belongs to LightBound will result in action against the offender. Possible actions include warnings, account suspension or revocation, and civil or criminal legal action, depending on the seriousness of the offense.

*****Unsolicited Email (Spam)*****

Unsolicited commercial advertisements are not allowed in email, and will likely result in account cancellation. Commercial advertisements are unwelcome in most Usenet discussion groups and on most email mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mail list's charter to determine whether advertising is allowed. Sending a message, especially an advertisement, to more than five (5) or six (6)

recipients, is by definition spamming, unless the individuals have specifically requested to be added to a mailing list on that topic. Email is a person-to-person medium, not a broadcast medium. No refunds will be issued if a customer's account is terminated for spam.

*****Email Service*****

LightBound reserves the right to change or alter its domain name(s) as well as email addresses using such domain names, and all or a portion of the LightBound provided email addresses for the LightBound owned domains including but not limited to: iquest.net, iquest.com, iquest.org, lightbound.com, lightbound.net, lightbound.org, holli.com, iquesthosting.com, iquesthosting.net, forsite.net, forsite.com and qmix.net. Any property and/or other rights or interests in any email address is solely owned by LightBound and the User agrees to and hereby releases and waives any claim thereto.

*****Abuse of SMTP Mail Server*****

We do not allow customers to send email attachments in excess of 10Mb (megabytes), or to send email messages to more than 100 recipients in a single SMTP session. Any attempt to circumvent or bypass these limits will be construed as a security violation and could result in the termination of the customer's account.

*****IRC Servers/Bots*****

LightBound does not currently allow the use of IRC server or IRC bots to be operated on any server owned or maintained by LightBound.

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