

## Terms and Conditions

### POSTINI EMAIL AND VIRUS FILTERING SERVICES

NOTWITHSTANDING, BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS ALL ACCEPTABLE USE POLICIES INCORPORATED BY REFERENCE.

LogicalSolutions.net reserves the right to change or modify any of the terms and conditions contained in this Agreement, any Addendum and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting of the revisions on the LogicalSolutions.net Web site (the "Site"). Your continued use of Services following LogicalSolutions.net's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

1. Services. LogicalSolutions.net will provide to the Customer Postini Email and Virus Filtering Services (the "Services") within three (3) business days after the Customer has completed a Service Order. Customer will receive an email that will specify the process for activating Customer's account and access to the Services through an activation key (Provisioning).
2. Fees. Customer will pay all fees for the Services as set forth in an applicable service order.
3. Term. The initial term of this Contract follows the applicable service order and shall remain in force on an annual or month-to-month basis, whichever is selected by the Customer upon submission of the service order. At the end of the initial term, this Contract shall be renewed automatically on the same basis unless terminated by either party by providing the other party written notice fifteen (15) days prior to the end of the applicable term delivered in accordance with Section 11.8, "Notices". LogicalSolutions.net may revise its rates (including, but not limited to, the fee per Mailbox/Unit) with thirty (30) days prior written notice to Customer, effective for the following term.
4. Termination. Either party may terminate this Contract for cause upon written notice if the other party fails to cure any material breach of this Contract within thirty (30) days after receiving written notice of such breach; provided however that the period to cure a breach with respect to payment shall be ten (10) days. If Customer terminates this Contract for cause in accordance with this Section, LogicalSolutions.net shall refund to Customer any prepaid amounts applicable to the period following the effective date of termination. Other than as may be provided elsewhere in this Contract, such termination shall be customer's sole and exclusive remedy in case of a material breach of this Contract by LogicalSolutions.net.
5. Customer Obligations. During the term of this Contract, Customer shall have the following obligations, in addition to those set forth elsewhere in this Contract.
  - 5.1. Customer is and will remain solely responsible for complying with all laws, rules and regulations regarding the management and administration of its email system, including but not limited to, obtaining any consent and/or acknowledgement from its employees and service providers (if applicable) in managing its email system. Customer acknowledges and agrees that LogicalSolutions.net's and Postini's responsibilities and liability do not extend to the internal management of Customer's email system and that Postini is merely a data-processor and does not control and is not responsible for the management or administration of Customer's email and/or its data.
  - 5.2. For each mailbox for which Customer will be routing email through the Services, Customer shall establish an email account in the Postini Message Center. The Customer shall be limited to aliases that are directly related to an individual email account; there is no limit on the number of compliant aliases. If, during routine administration of the Service, LogicalSolutions.net discovers aliases that do not comply with this policy, the Customer

will bear the responsibility of fees for additional accounts, charged under the rate set forth in the service order.

- 5.3. IF CUSTOMER FAILS TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 5.1 AND/OR SECTION 5.2, LOGICALSOLUTIONS.NET SHALL INFORM CUSTOMER THEREOF AND RESERVES THE RIGHT TO SUSPEND THE SERVICES UNTIL SUCH FAILURE IS REMEDIED. NOTWITHSTANDING THE FOREGOING, THE FAILURE OF CUSTOMER TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION 5 MAY BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT.
6. Warranty. LOGICALSOLUTIONS.NET MAKES NO WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. Customer understands and acknowledges that there is no guarantee that all spam and all viruses will be eliminated and that legitimate email will not be occasionally quarantined as spam, and that the above warranty does not include any such promises. Further, Disaster Recovery services are provided only up to the spooling level selected by the Customer, and if such spooling level is exceeded, messages may bounce back to the sender.
7. Ownership. The Services and all intellectual property rights relating to the Services are and shall remain the exclusive property of Postini.
8. Confidentiality.
  - 8.1. LogicalSolutions.net and Customer both acknowledge that in the course of this Contract, each party may have access to the other's Confidential Information. "Confidential Information," as used in this Contract, means information not generally known to the public, in written, oral or any other form that a party designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. For clarity, Customer's Confidential Information shall also include Customer's emails that are subject to the Services.
  - 8.2. The obligations of this Section 8 shall not apply to Confidential Information that (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure; (ii) is or becomes generally known to the public without violation of this Contract; or (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality.
  - 8.3. Each party hereby agrees that during the term of this Contract and for a period of two (2) years after the expiration of this Contract, it will not make any such Confidential Information available to any third party and will not use the other's Confidential Information for any purposes other than to exercise its rights and perform its obligations under this Contract. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Contract, and in any event each party shall exercise the same prudent practice in preserving this information as it does to preserve its own Confidential Information. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Contract pursuant to the order or requirement of a court or other governmental body, provided that the party required to make such disclosure gives prompt notice to the other party to enable it to contest such order or requirement.
9. Indemnity. Customer agrees to indemnify, defend, and hold LogicalSolutions.net and Postini, Inc., its agents, and employees harmless from and against any claim, damages, loss, proceeding, liability, judgment, settlement, costs or expense (including reasonable attorney's fees, fines, and penalties) of every kind and character suffered by any of LogicalSolutions.net and Postini, Inc., its agents, and employees by reason of any breach or failure of any of the agreements, representations, duties, or obligations of Customer under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

10. Limitation of Liability. EXCEPT REGARDING THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except regarding the indemnity obligations under Section 9, "Indemnity," in no event shall either party's liability for any damages hereunder exceed the amounts paid by Customer to LogicalSolutions.net during the twelve (12) month period preceding the causation of the damages.
11. Miscellaneous.
  - 11.1. Assignment. Either party may assign this Contract in its entirety, but not in parts, to its parent company, affiliate or subsidiary, or in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. Any other assignment shall be null and void, except with the other party's prior written consent. This Contract and all obligations shall be binding upon and inure to the benefit of the parties' successors and lawful assignees.
  - 11.2. Governing Law and Dispute Resolution. This Contract and any controversies arising out of or in relation with this Contract shall be governed by New York law, without giving effect to its principles of conflicts of law.
  - 11.3. Severability. If for any reason a court of competent jurisdiction finds any provision of this Contract invalid or unenforceable, that provision of the Contract will be enforced to the maximum extent permissible and the other provisions of this Contract will remain in full force and effect.
  - 11.4. Survival. The rights and obligations of LogicalSolutions.net and Customer contained in this Section and in Section 8, "Confidentiality," Section 9, "Indemnity," and Section 10, "Limitation of Liability," shall survive any expiration or termination of this Contract.
  - 11.5. Waiver. The waiver by either party of any default or breach of this Contract shall not constitute a waiver of any other or subsequent default or breach.
  - 11.6. Amendments. Modifications and amendments to this Contract shall be invalid, unless made in writing that is signed by duly authorized officers of each party hereto.
  - 11.7. Force Majeure. LogicalSolutions.net shall not be liable for any failure or delay in its performance under this Contract due to causes beyond its reasonable control including, without limitation, Domain Name Server ("DNS") issues outside the direct control of LogicalSolutions.net, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.
  - 11.8. Notices. All notices required to be sent under this Contract must be in writing and shall be delivered in person or shall be sent to Customer at the address specified on the LogicalSolutions.net Service Schedule and to LogicalSolutions.net at the address below. Notices shall be deemed to have been given upon (i) the date actually delivered in person, (ii) the date transmitted via fax with confirmation of receipt thereof (iii) the day after the date sent by overnight courier or (iv) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.
  - 11.9. Counterparts. This Contract may be executed in one or more counterparts including facsimile copies, which when and taken together upon proper delivery shall constitute a single instrument.