



# TERMS AND CONDITIONS

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE i2i SUBSCRIPTION SERVICES AGREEMENT (“Agreement”) AND APPLICABLE STATEMENT OF WORK (“SOW”). CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS **BEFORE** EXECUTING THE AFORMENTIONED AGREEMENTS.

The Customer’s use of i2i’s Website, Facilities, Network Environment, Computing Environment, and Services (collectively, “Services” and each a “Service”) is subject to a signed Subscription Services Agreement and applicable SOW(s) between the customer and i2i and the Customer’s acceptance and compliance with i2i’s Service Level Agreement, Acceptable Use Policy (“AUP”), Privacy Statement and these Terms and Conditions, each of which is incorporated herein by reference and made a part hereof (collectively, the “Agreement”).

i2i HEREBY RESERVES THE RIGHT TO AMEND, ALTER, MODIFY, REPLACE OR SUSPEND FROM TIME TO TIME, AND IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF i2i’s TERMS AND CONDITIONS, ACCEPTABLE USE POLICY (“AUP”) OR PRIVACY STATEMENT, AVAILABLE FOR REVIEW AND PRINT IN THE RESOURCE SECTION AT [www.trusti2i.com](http://www.trusti2i.com). THE CUSTOMER’S USE OF i2i’S WEBSITE, FACILITIES, NETWORK ENVIRONMENT, COMPUTING ENVIRONMENT AND SERVICES, AFTER CHANGES TO THESE DOCUMENTS ARE POSTED ON i2i’S WEBSITE, WILL CONSTITUTE THE CUSTOMER’S ACCEPTANCE OF ANY SUCH AMENDMENTS OR MODIFICATIONS.

## 1. Terms of Service

Customer acknowledges and agrees to the following terms of service, which together with the terms of the i2i Agreement and applicable SOW(s), entered into between Customer and i2i, shall govern Customer’s access and use of i2i Services (the “Agreement”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Definitions sections within. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance i2i Services, and/or any new service(s) subsequently purchased by the Customer will be subject to the Agreement.

## 2. Services

- 2.1. Fees - The Customer agrees to pay all charges, fees, penalties, early cancellation charges, reconnection fees, service interruption fees, installation fees, set-up fees, applicable taxes and other amounts due under the Agreement and applicable SOW(s) (collectively “Charges”) in US dollars. Each month, the Customer shall pay i2i the “Monthly Recurring Charges” for i2i Services as outlined in the Agreement.
- 2.2. Acceptance of Invoicing - The Customer shall be deemed to have accepted as conclusively accurate any invoice that has not been disputed in writing and delivered to i2i within thirty (30) days of the invoice date. The Customer may withhold the disputed portions of payments that are properly and timely disputed hereunder as long as the Customer timely pays all undisputed charges that are outstanding. The parties shall work together in good faith to resolve any such disputed charge. In the event that the Agreement is terminated by i2i for any reason constituting “TERMINATION FOR CAUSE” (as defined within) or by the Customer for any reason other than “TERMINATION FOR CAUSE” (as defined within), all Charges under the Agreement, including all remaining monthly or yearly fees due for the remaining portion of the Initial Term and each applicable Renewal Period, shall accelerate and are immediately due and payable. All set-up fees, Monthly Recurring Charges and usage fees are non-refundable. Customer shall not be entitled to any refunds or credits, pro-rated or otherwise, in the event of early termination of the Agreement by i2i according to the terms herein.
- 2.3. Forms of Payment - Acceptable forms of payment under the AGREEMENT include company check, money order, electronic funds transfer (EFT), ACH, and Company Credit Card (Discover, MasterCard, Visa, or American Express). Company checks and money orders shall be made payable to Infrastructure Insights, Inc.
- 2.4. Collections - The Customer shall pay to i2i all expenses incurred by i2i in exercising any of its rights under the Agreement or applicable law with respect to the collection of a payment default, including attorneys’ fees, court costs, and collection agency fees. If the Customer fails to pay any past due amount, i2i may suspend performance under the Agreement pursuant to Section 3.6 and if such past due amounts remain unpaid for an additional five (5) days thereafter, i2i may terminate the Agreement. i2i may charge interest on any invoice amounts that are overdue by more than five (5) days 1.5% per month or the maximum rate under applicable law.



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### 3. Termination, Cancellation, Nonrenewal or Suspension

In order to cancel or elect not to renew any Service, the Customer must submit a cancellation notice thirty (30) days prior to the end of the initial term or applicable renewal date. The cancellation notice must be submitted on company letterhead, dated and signed by an authorized Customer representative, via email to [finance@trusti2i.com](mailto:finance@trusti2i.com) or faxed to (972) 509-1199. **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT NO SERVICE WILL BE CANCELLED, ALL SERVICES SHALL CONTINUE TO RENEW AND THE CUSTOMER WILL CONTINUE TO BE BILLED FOR ALL SERVICES UNLESS THE CUSTOMER CANCELS i2i SERVICES AS PROVIDED IN THIS SECTION**

- 3.1. Termination for Cause - In the event that i2i materially breaches or defaults any of its obligations, duties or responsibilities under the Agreement where breach or default has not been remedied after two (2) certified, written requests, specifying the breach or default are submitted to i2i to correct/repair the relationship, the Customer may, by written notice, terminate the AGREEMENT or any applicable SOW as of the date specified in such termination notice by bringing the account to a current state plus payment of an early termination penalty equal to the sum of three (3) month's fees at the rate equal to that of the immediate one month prior. i2i reserves the right to immediately suspend or cancel Customer services without prior notice, written or otherwise, in the event that the Customer materially breaches or defaults any of its obligations, duties or responsibilities under the Agreement.
- 3.2. Expiration - Upon termination or expiration of the Agreement, Customer shall have no rights to continue use of i2i Services. If the Agreement is terminated by Customer for any reason other than a termination expressly permitted by the Agreement, Customer agrees that i2i shall be entitled to all of the fees due under the Agreement for the entire Term.
- 3.3. Termination for Convenience - In addition to the termination rights set forth in this Section and without limiting any other rights, recourses or remedies which i2i may have under the Agreement (including its Exhibits and Addendums), at law or in equity, i2i may: (A) by written notice, cancel or elect not to renew the Agreement or any applicable SOW for any reason or no reason at all by delivering to the Customer written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Period; or (B) by written notice, suspend work under the Agreement or any applicable SOW with or without cause as of the date specified in such notice.
- 3.4. Payments following Termination or Suspension - In the event of termination for convenience or a suspension of Services for the Agreement or any applicable SOW, the Customer shall pay i2i for all Services provided up to the effective date of termination or suspension at the rates specified in the applicable SSA.
- 3.5. Suspension for Delinquent account - i2i reserves the right to suspend Customer's access to and/or use of i2i Services for any accounts (i) for which any payment is due but unpaid but only after i2i has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice ("Delinquent account Status"). The suspension is for the entire account. Customer agrees that i2i shall not be liable to Customer or third party for any suspension of i2i Services pursuant to this Section 3.
- 3.6. Suspension for Ongoing Harm - Customer agrees that i2i may with reasonably contemporaneous telephonic notice to Customer suspend Customer's access to i2i Services if i2i reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to i2i or others. In the extraordinary event that i2i suspends Customer's access to i2i Services, i2i will use commercially reasonable efforts to limit the suspension to the offending portion of i2i Services and resolve the issues causing the suspension of Service. Customer agrees that i2i shall not be liable to Customer nor to any third party for any suspension of i2i Services under such circumstances as described in this Section 3.6.
- 3.7. Removal/Return of Property - Upon termination of the Agreement, i2i and the Customer shall have no obligations to each other, except as provided for in the Agreement. Upon termination of the Agreement, the Customer shall (i) pay all Charges and other amounts due and owing to i2i under the Agreement, (ii) immediately remove from i2i's premises all property owned by the Customer, including, but not limited to, removing all of the Customer's data from the i2i Network pursuant to this Section 3.9 (including all servers owned or operated by i2i), and (iii) return to i2i all software, access keys, and any other property provided to the Customer by i2i under the Agreement. Any physical property of the Customer not removed from i2i's premises within forty-five (45) days after such termination shall become the property of i2i, which may, among other things, dispose of such property without the payment of any compensation to the Customer.
- 3.8. Transition Services - Upon expiration or termination of the Agreement, the Customer may request that i2i provide transition services to the Customer or a third party designated by the Customer as a successor to i2i. Transition services, if any, will be undertaken at agreed upon rates in accordance with the terms of a signed SOW. During any such transition period, i2i agrees to maintain the same level of performance of Services and use its best efforts to cooperate with the Customer and/or successor to effect an orderly and efficient transition.



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3.9. Handling of Customer Data - Upon termination of Agreement, i2i shall immediately deactivate Customer's account. Upon termination of Agreement with terms 12 (twelve) months in length or longer and after a reasonable period not lasting more than 30 days, i2i shall be entitled to delete Customer's account and Data from i2i's computing environment. During this 30 day period and upon Customer's written request, i2i will grant Customer limited access to i2i Services for the sole purpose of permitting Customer to retrieve Customer Data provided that Customer has paid in full all good faith, undisputed amounts owed to i2i. Upon termination of Agreement with month-to-month terms, i2i shall immediately deactivate Customer's account and shall be entitled to immediately delete Customer's account and Data from i2i's computing environment. Upon Customer's written request, i2i will retrieve Customer Data from storage, back-up or archival devices at Customer's expense at the then applicable i2i hourly rate for such services if such services were purchased by the Customer. Customer further agrees that i2i shall not be liable to Customer nor to any third party for any termination of Customer access to i2i Services or deletion of Customer Data, provided that i2i is in compliance with the terms of this Section 3.

### 4. Modification: Discontinuation of i2i Services

i2i may make modifications to i2i Services or particular components of i2i Services from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. i2i reserves the right to discontinue offering i2i Services at the conclusion of Customer's then current Term. i2i shall not be liable to Customer nor to any third party for any modification of i2i Services as described in this Section 4.

### 5. Independent Contractor

i2i is an independent contractor. Nothing in this Agreement or related to i2i's performance will be construed to create an employee relationship between the Customer and any i2i personnel. i2i will be solely responsible for payment of wages and applicable taxes, deductions or other payments and benefits for its employees and contractors. Arising from work performed hereunder, i2i agrees and has advised its personnel that its personnel are not employee(s) of the Customer and are not entitled to (and also hereby waive) any benefits provided or rights guaranteed by the Customer, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like.

### 6. i2i's CONDUCT

- 6.1. i2i shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable for i2i to perform the work.
- 6.2. In its sole discretion, the Customer may provide i2i personnel with access to its premises to perform on-site services according to the Agreement. i2i shall at all times observe and comply with all of the Customer's security and safety policies provided that such policies have been communicated to i2i in written form. Further, i2i and i2i's personnel shall observe such security and safety procedures as may be reasonably necessary and appropriate under the circumstances, where such security and safety procedures are more restrictive than the Customer's policies
- 6.3. The Customer may, in its discretion, request removal of any personnel of i2i for any reason satisfactory to the Customer. The Customer must submit a request for removal of i2i personnel in writing, via email, and include any pertinent details surrounding the request. i2i will work with the Customer to understand and resolve the personnel issue; however, pending resolution of the issue, i2i will have such personnel immediately cease any on-site activities.

### 7. Customer's Lawful Conduct

- 7.1. i2i Services allow the Customer to send Electronic Communications directly to i2i and to third parties. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of i2i Services, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using i2i Services and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use i2i Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located.
- 7.2. Customer will not send any Electronic Communication from i2i Services that are unlawful, harassing, libelous, defamatory or threatening. Except as permitted by the Agreement, no part of i2i Services may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means.
- 7.3. Customer agrees not to access i2i Services by any means other than through the interfaces that are provided by i2i.



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- 7.4. Customer shall not do any "mirroring" or "framing" of any part of i2i Services, or create Internet links to i2i Services which include log-in information, user names, passwords, and/or secure cookies.
- 7.5. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by i2i.
- 7.6. Neither Customer, nor someone acting on Customer's behalf, will use i2i Services to target for solicitation any i2i customers for purposes of providing any competitive product.
- 7.7. Customer shall ensure that any use of i2i Services by Customer's Users is in accordance with the terms of the Agreement

### 8. Service Level Agreement

All services available to the Customer, along with exceptions and remedies are available for review and print in the resources section at [www.trusti2i.com](http://www.trusti2i.com). In the event that i2i fails to achieve the applicable service level, Customer will be entitled, as its sole and exclusive remedy, to a credit in accordance with the terms set forth in the applicable Service Level Agreement. i2i's system logs and other records shall be used for calculating any service level events.

### 9. Certain Operational Customer Responsibilities

To access and use i2i Services, the Customer must provide at the very minimum and without limitation:

- 9.1. Internet Access - DSL, cable or another high speed Internet connection is required for proper transmission of i2i Services.
- 9.2. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to i2i Services, including, but not limited to, "browser" software that supports protocol used by i2i, including Secure Socket Layer (SSL) protocol or other protocols accepted by i2i, and to follow logon procedures for services that support such protocols. i2i is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by i2i. i2i assumes no responsibility for the reliability or performance of any connections as described in this Section 9.
- 9.3. An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- 9.4. A fully functional Internet browser;
- 9.5. Tools to develop and publish content if such hosting services are purchased by the Customer;
- 9.6. Tools to access database servers if such services are purchased by the Customer;
- 9.7. Accuracy of Customer's Contact Information - Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change;
- 9.8. Users - Passwords, Access, and Notification - Customer shall authorize access to and assign unique passwords and user names to the number of Users purchased by Customer on the signed Proposal. Unless otherwise identified within the SLA, User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through i2i Services or under Customer's account. i2i will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify i2i if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number;
- 9.9. Transmission of Data - Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of i2i Services. Customer expressly consents to i2i's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by i2i. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur (including but not limited to encryption and compression) in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Customer agrees that i2i is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by i2i, including, but not limited to, the Internet and Customer's local network



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### 10. Confidential Information

For purposes of the Agreement, "Confidential Information" means the terms of the Agreement including the pricing and other terms reflected in all estimates, proposals, quotes, and contractual documents, Customer Data, i2i technology and technical information, product designs, business and marketing plans and business processes, and all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is clearly identified in writing or verbally at the time of disclosure as confidential. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (4) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party.

**Receiving Party agrees: (a) to keep confidential all Confidential Information disclosed to it by the Disclosing Party; (b) not to use or disclose the Confidential Information of the Disclosing Party except to the extent necessary to perform its obligations or exercise rights under the Agreement, except with the Disclosing Party's prior written consent; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of the Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.**

### 11. Customer Data

As between i2i and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with Service, i2i as part of its standard Service offering makes back-up copies of the Customer Data and stores and maintains such data consistent with the applicable SLA.

### 12. i2i Intellectual Property Rights

Customer agrees that all rights, title and interest in and to all intellectual property rights in i2i Services are owned exclusively by i2i or its licensors. Except as provided in the Agreement, the license granted to Customer does not convey any rights in i2i Services, express or implied, or ownership in i2i Services or any intellectual property rights thereto. In addition, i2i shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into i2i Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including users, relating to the operation of i2i Services. Any rights not expressly granted herein are reserved by i2i. i2i service marks, logos and product and service names are marks of i2i collectively (the "i2i Marks"). Customer agrees not to display or use the i2i Marks in any manner without i2i's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

### 13. Disclaimers

i2i DOES NOT REPRESENT THAT CUSTOMER'S USE OF i2i SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT i2i SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN i2i SERVICES AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES i2i SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

i2i SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF i2i SERVICES BY THE CUSTOMER OR ANY THIRD PARTIES OR ANY FAILURE OF i2i SERVICES OR (ii) ANY LOSS OF DATA OR CORRUPTION OF DATA, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, FAILURE OF THE i2i NETWORK, RECLAMATION OF SERVERS BY i2i, FAILURE OF SERVERS, THE RELOADING OF AN OPERATING SYSTEM OR OTHER SOFTWARE ON A SERVER, FAILURE OF RESTORING A BACKUP TO A SERVER OR THE NEGLIGENCE OF i2i;

UNLESS CHOSEN AS SERVICE TO BE PROVIDED TO THE CUSTOMER BY i2i, OR OTHERWISE SPECIFICALLY STATED IN AN APPLICABLE STATEMENT OF WORK, THE CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING, BACKING UP AND ARCHIVING ALL DATA OWNED, CONTROLLED OR TRANSMITTED BY THE CUSTOMER THAT RESIDES ON THE i2i NETWORK



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OR ANY SERVER OWNED OR OPERATED BY i2i AND HENCE NO CLAIM MAY BE ASSERTED BY THE CUSTOMER AGAINST i2i MORE THAN THREE (3) MONTHS FOLLOWING THE DATE OF THE EVENT THAT UNDERLIES ANY SUCH CLAIM. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RECEIPT OF A SERVICE CREDIT AS PROVIDED FOR IN THE SLA CONSTITUTES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND i2i'S SOLE AND EXCLUSIVE LIABILITY FOR ANY FAILURE OF THE i2i NETWORK, HARDWARE, INFRASTRUCTURE OR FAILURE TO PROVIDE i2i SERVICES PURCHASED BY THE CUSTOMER IN ACCORDANCE WITH THE APPLICABLE SLA, IN WHICH THE FAILURE RESULTS FROM A QUALIFIED DELIVERY FAILURE OR DOWNTIME EVENT AS DEFINED IN THE APPLICABLE SLA.

i2i PROVIDES ALL SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER i2i SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

### 14. Limitations of Liability

Except with regard to amounts due under the Agreement, and a party's breach of Confidentiality, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of i2i Services, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of three (3) months in subscription fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from the Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the license of i2i Services and that, were i2i to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 15 BELOW.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

### 15. Indemnification

The Customer agrees to indemnify and hold harmless i2i, its subsidiaries, their affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, suits, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, Customer's use of i2i Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

### 16. Survival

The indemnification obligations contained in this Section shall survive termination of the Agreement for one year.

### 17. General Provisions

- 17.1. Customer Service, Billing and Sales Enquiries - Non-technical and billing enquiries regarding the Customer's account should be sent to [finance@trusti2i.com](mailto:finance@trusti2i.com). All enquiries regarding the purchase of new accounts or additional services should be addressed to [sales@trusti2i.com](mailto:sales@trusti2i.com).

**Sections 3, 7, 9, and 10 shall survive the expiration, cancellation and termination of the Agreement for any reason.**

### 18. DEFINITIONS

i2i - Infrastructure Insights, Inc., a Texas corporation doing business as i2i, together with its successors and assigns.



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i2i Co-location Services means an i2i Service whereby the Customer physically locates equipment in i2i facilities and purchases a combination of power, bandwidth and cooling, as outlined in an associated SSA, to operate such equipment without the intervention of i2i.

i2i CRM Hosting Services means i2i's application service for managing relationships with the Customers, including the capture, storage and analysis of information, created using Microsoft Dynamics® CRM.

i2i Dedicated Server Hosting Services means i2i's hardware service whereby the Customer is provided a dedicated portion of i2i's Hardware, Network and physical infrastructure environment, as outlined in an associated SSA, and the Customer subscribes for the use of that environment on a monthly basis.

i2i Exchange Hosting Services means i2i's application service for email, calendaring, task management, and file sharing, created using Microsoft Exchange® server software.

i2i Hardware - means i2i's physical computer equipment owned or operated on behalf of i2i that is located on the Customer's premises or within an i2i facility.

i2i Network - means the internal computer network owned or operated on behalf of i2i that extends from the outbound port on a Customer's cabinet switch to the outbound port on the border router and includes all redundant internet connectivity, bandwidth, routers, cabling and switches.

i2i Remote Desktop Services means i2i's application service for desktop emulation provided through Microsoft Remote Desktop Services® and Active Directory®.

i2i Shared Server Hosting Services means i2i's hardware service provided via a virtual server environment that runs a separate operating system and sets of dedicated resources for each virtual server.

i2i SharePoint Hosting Services means i2i's application service for browser-based collaboration and document management, created using Microsoft SharePoint® server software.

i2i Web Hosting Services means i2i's application service that enables Customer websites to be accessible via the public internet.

Acceptable Use Policy (AUP) means i2i's standard acceptable use policy, as in effect and listed on i2i's website from time to time and subject to all changes, modifications and replacements as i2i may effect in accordance with the Agreement, applicable SOW(s), Privacy Statement, SLA and Terms and Conditions.

Affiliates means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

Agreement means the i2i's Subscription Services Agreement, which is the binding agreement between Customer and i2i that incorporates the applicable SOW(s), i2i's Terms and Conditions, Privacy Statement, AUP, and SLA which is duly executed and delivered by each party; in each case, as amended from time to time.

Customer Data means all electronic data or information submitted by Customer to i2i Services. "Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through i2i Services.

Knowledge Base means an online application known as "Knowledge Base" which is designed to present timely information that addresses more sophisticated questions that often apply to more specific circumstances.

Physical Infrastructure - The physical facilities and all hardware and systems owned or operated on behalf of i2i that are in place to support the functional operation of the physical facilities.



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Privacy Statement means i2i's standard privacy policy, as in effect and listed on i2i's website and subject to all changes, modifications and replacements as i2i may effect from time to time in accordance with the Agreement, applicable SOW(s), AUP, SLA and Terms and Conditions.

Products and Services means the Products and Services offered by i2i to its general customer base, the associated tasks, activities and obligations set forth as described in the Agreement.

Professional Services means i2i Services that do not generally fall within the scope of Services that incur a monthly recurring charge. Professional Services incur fees that may be assessed at the beginning of a project, incurred at milestones reached within a project or incurred on a time and materials basis, and may include, without limitation, installations, set-up, assessments, project management, program management, and configuration services.

Proposal means an i2i estimate/quote executed by the Customer which specifies i2i Services to be provided by i2i to the customer subject to the terms of the Agreement.

Qualified Delivery Failure means a delivery failure that has occurred as a result of an associated outage or related series of outages and meets the criteria outlined within the SLA in which the result of said failure results in Service Credits applied to the Customer's account.

Qualified Downtime means an i2i outage or series of outages, as they relate to delivery, hardware, network or application failures, as applicable, that meet the criteria outlined within the SLA in which the result of said downtime results in Service Credits applied to the Customer's account.

Qualified Hardware Downtime - means an i2i hardware failure or related series of failures that meet the criteria outlined within the SLA in which the result of said downtime results in Service Credits applied to the Customer's account.

Qualified Network Downtime - An i2i network outage or related series of outages that meet the criteria outlined within the SLA in which the result of said downtime results in Service Credits applied to the Customer's account.

Scheduled Maintenance - All maintenance services for which i2i gives the Customer at least two (2) days prior notice of such maintenance.

Service Credit - A credit, calculated in accordance with the SLA, issued by i2i to the Customer in respect of Services contracted for, yet failed to be delivered by i2i in accordance with the Agreement, due to Qualified Downtime.

Service Level / Service Level Agreement (SLA) - The use, availability, conditions and remedies made available to the Customer, by i2i, for use of the i2i Website, Network, Physical Infrastructure and Services as provided by i2i, from time to time.

Statement of Work (SOW) means the binding agreement signed by both parties by which the parties have agreed that i2i its affiliates, successors, and assigned will provide and perform certain Services. Each SOW shall specify i2i Services to be provided and performed by i2i, the schedule for the delivery of i2i Services, the reports and/or products, if any, to be provided to the Customer, the compensation for such Services, and the method of payment and any other necessary details for delivery of those Services. Multiple SOWs may be applied to the applicable Agreement including SOWs for change of Services, new or updated Services and Professional Services. i2i is not authorized to begin any Services without receipt of a signed Agreement, SOW, and either a purchase order or a signed letter of intent. Applicable SOW(s) are incorporated into the Agreement, as referenced by the correlating Contract numbers set within each document. Order forms, exhibits, and addendums may be used in conjunction with the SOW to ensure proper delivery of i2i Services purchased by the Customer, as in effect from time to time.

Third Party Applications means online, Web-based applications and offline software products that are provided by third parties, interoperate with i2i Services, and are identified as third party applications as listed from time to time on [www.trusti2i.com](http://www.trusti2i.com).

User Guides means the detailed online guides made available to Customer from time to time which explains the workflow and setup of Services.





## TERMS AND CONDITIONS

Users means individuals who are authorized by Customer to use i2i Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by i2i at Customer's request). Users may include but are not limited to Customer's and Customer's Affiliates' employees, consultants, contractors and agents.

19. This Agreement This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Texas without respect to conflict of laws in Texas. Customer and i2i agree and stipulate they are subject to personal jurisdiction of the courts in Collin County, Texas.