



Service Agreement

877 Cedar Street, Suite 150
Santa Cruz, CA 95060
t. 831-459-6301 f. 831-460-2839
www.cruzio.com
office@cruzio.com

MASTER SERVICES AGREEMENT

This agreement ("MSA" or "Agreement") is entered into by you ("Customer") as evidenced by your use of the Services (defined below). "Customer" shall include Customer's corporate subsidiaries, as well as corporate parents, affiliates, and other related companies (collectively, "Affiliates") approved by Cruzio Internet to receive Services under this agreement. For purposes of this agreement the term "Cruzio Internet" shall mean Cruzio Internet DBA The Internet Store or, when applicable, the Cruzio Internet entity identified on Customer's invoice. Cruzio Internet and Customer agree to the following terms and conditions:

1. Acceptance of Terms

Cruzio Internet provides a wide range of products and resources, including various communication tools, knowledge resources, listings, forums, email, hosting, colocation, office space, workstations, Internet access, office equipment, conference space, and connectivity services (the "Service").

THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CRUZIO INTERNET IN RELATION TO YOUR USE OF THE SERVICE. IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THEM CAREFULLY. COLLECTIVELY, THIS LEGAL AGREEMENT IS REFERRED TO BELOW AS THE "TERMS OF USE" ("Terms").

FOR THE PURPOSES OF THIS AGREEMENT, CRUZIO INTERNET INCLUDES ITS PARTNERS, PARENTS, LICENSORS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, AND SUPPLIERS.

USE OF THE SERVICE, INCLUDING ACCESS TO CRUZIO INTERNET'S WEBSITE (WWW.CRUZIO.COM), CONSTRUES ACCEPTANCE OF THE TERMS WHICH SUPERSEDE ALL PREVIOUS REPRESENTATIONS, UNDERSTANDINGS, OR AGREEMENTS AND SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH TERMS OF USE OF ANY ORDER. CRUZIO INTERNET MAY IMMEDIATELY TERMINATE YOUR ACCOUNT PURSUANT TO SECTION 6 FOR VIOLATION OF ANY OF THESE CONDITIONS.

CRUZIO INTERNET MAY MODIFY OR TERMINATE ITS SERVICES FROM TIME TO TIME, FOR ANY REASON, AND WITHOUT NOTICE OR LIABILITY TO YOU, ANY OTHER USER OR ANY THIRD PARTY. CRUZIO INTERNET RESERVES THE RIGHT TO REVISE THE TERMS AT ANYTIME WITHOUT NOTICE BY UPDATING THIS POSTING. PLEASE REVIEW THE TERMS FROM TIME TO TIME SO THAT YOU WILL BE APPRISED OF ANY CHANGES. USE OF THIS SERVICE FOLLOWING A CHANGE TO THE TERMS CONSTITUTES AGREEMENT TO THE NEW TERMS. IF YOU CANNOT COMPLY WITH THE AMENDED TERMS, YOUR ONLY REMEDY IS TO CANCEL YOUR CRUZIO INTERNET SUBSCRIPTION AND/OR NOT USE THE SERVICES.

You may view the most current version of this agreement at:

http://www.Cruzio.com/index.php?option=com_content&task=view&id=626&Itemid=134



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2. Registration Obligations

To order and receive the Service, you must be at least 18 years old and may have to provide a valid credit card or other forms of payment. The Service must be available to your location.

Cruzio Internet is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must create a separate login. By adding a login for a child to your account, you also give your child permission to access many areas of the Service, including, email, message boards and instant messaging (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas and/or content are appropriate for your child.

3. Credits for Service Outages.

3.1 In accordance with this Section 9, Customer shall be eligible to receive a pro-rated credit of amounts pre-paid, if any, in the event that Customer experiences a problem such that it is temporarily unable to utilize the Cruzio Internet backbone network and a trouble ticket has been opened as a direct result of such problem (an "Outage"). Outages during scheduled Cruzio Internet maintenance periods or caused by equipment, facilities or circumstances outside the reasonable control of Cruzio Internet are excluded from the definition of Outage.

3.2 Customer shall be eligible to receive the following pro-rated credits for the affected service(s) of amounts pre-paid in the event of an Outage with the following duration (whether cumulative or contiguous) during any calendar month: (i) Outage of 4 hours = one day's credit; (ii) Outage of 24 hours = one week's credit; (iii) Outage of one week or more = one month's credit. In order to be eligible to receive such credits, Customer must notify Cruzio Internet in writing within sixty (60) days of the occurrence of the Outage. To the maximum extent applicable by law, Customer's sole and exclusive remedy for such Outage shall be to receive the credit (s) as described herein.

3.3 See separate SLA for Point-to-Point Wireless service and Colocation services.

4. Term

All agreements shall be effective as of the date signed and shall remain in full force and effect so long as any Service Order Form is in effect, unless otherwise terminated in accordance with the terms hereof. Each Service Order shall provide for an initial non-cancelable term, with renewal periods to be defined therein. At the expiration of the initial period of time Service shall continue in effect on a month-to-month basis at the then current monthly rate unless terminated by either party upon thirty (30) days prior written notice. Customer acknowledges that moving or downgrading service will result in termination and/or set up charges as outlined below.

Upon any termination of Data Services, any and all IP addresses assigned by Cruzio Internet to Customer (and any end users) shall no longer be available for Customer's use and Cruzio Internet shall retain the right to use such IP addresses.



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5. Termination of Service

5.1 You agree that Cruzio Internet, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), without liability, upon thirty (30) days advance written notice to Customer, and remove and discard any content within the Service upon thirty (30) days advance written notice, for any reason, including, without limitation, if Cruzio Internet believes that you have acted inconsistently with the letter of the Terms. You agree that Cruzio Internet shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.

5.2 Customer Violation of Agreement or Law: Cruzio Internet may discontinue the furnishing of Service without notice or liability if Customer uses, or threatens to use Service for any unlawful purpose or otherwise violates the terms of the Agreement.

5.3 In the event a law prohibits, substantially impairs or makes impractical the provision of Data Services under this Agreement, as determined by Cruzio Internet in its reasonable discretion, Cruzio Internet may terminate this Agreement without notice or liability.

5.4 Right to Alter Service: In its sole discretion and without liability to Customer, Cruzio Internet may: (a) alter the methods, processes or suppliers by or through which it provides Service; (b) change the facilities used to provide Service; or (c) substitute comparable Service for that being provided to Customer. If necessary due to the potential impact on affected Customers, Cruzio Internet will furnish prior notice of any alterations, changes or substitutions.

5.5 Customer acknowledges and agrees that neither this Agreement nor any Service Order is cancelable in whole or in part. If this Agreement or any Service order hereunder is terminated then Customer shall be responsible for early termination fee equal to three (3) months of service charges for each remaining year, or partial year, remaining in contracted term, plus the difference between any promotional discounts that may have been received and the amount that would have been charged if the shorter term had been entered into initially. Customer acknowledges that the early termination charge is a liquidated damage and not a penalty and that the Charges for Data Services hereunder would be substantially higher but for this provision. Customer acknowledges that moving or downgrading service will result in set up fees and/or termination charges as outlined above.

6. Payment Obligations

Payment is due within 15 days of the account anniversary (the date it was officially established) each period. Late fees may apply if payment is not received by the due date. Accounts are in default if payment is not received within 25 days of its due date. Accounts in default may be suspended. Such interruption does not relieve you from paying past due and ongoing charges. Cancel requests must be received by email, US Mail, or fax. Only a written request to terminate your service relieves you of your obligation to pay further account charges. It does not relieve you of past obligations and charges or from any prior agreements to pay, including but not limited to unpaid equipment charges. If you default, you agree to pay Cruzio Internet's reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under these Conditions. Prepaid accounts are not refundable for any reason if terminated early. Setup fees are not refundable for any reason. Unused services will be refunded in whole months only.



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You may return new, unopened hardware and retail items sold within 30 days of delivery for a full refund. Items should be returned in their original packaging.

Refunds will not be issued on:

- items that are returned more than 30 days after delivery.
- any item that has obvious signs of use.
- any item not returned in the condition it was received.

All Cruzio Internet hardware is guaranteed against failure for 12 months. Cruzio Internet will ship a replacement free of charge.

7. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CRUZIO INTERNET MAKES NO WARRANTIES REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

8.1 Indemnification: Each party will defend and indemnify (the "Defending Party") the other party (the "Defended Party"), its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity (not a party to or an affiliate of a party to this Agreement) that is caused by, arises from, or relates to damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or willful misconduct of the Defending Party.

8.2 These Customer and Company indemnifications will survive this Agreement.

9. Applicable Law

These Terms and your use of the Service will be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. You expressly consent that the state or federal courts located in Santa Cruz County, California, shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms or any claim involving Cruzio Internet, and you hereby covenant that you will not bring suit in any other jurisdiction.

10. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remainder of the Terms will continue in full force and effect.



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11. Entire Agreement

These Terms, which incorporate by reference the Cruzio Internet Privacy Policy, constitute the entire agreement between the parties with respect to your use of the Service or any part thereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms will be effective only if in writing and signed by Cruzio Internet. The headings used in this Agreement are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein.

12. Sales or Dispositions

Nothing in this Agreement shall prevent or be construed to prevent Cruzio Internet from selling or otherwise disposing of any portion of Cruzio Internet's network or other property of Cruzio Internet used for Customer's connection, provided, however, that in the event of a sale or other disposition, Cruzio Internet shall condition such sale or other disposition subject to the rights of Customer under this Agreement. Cruzio Internet shall promptly notify Customer of the proposed disposition of Cruzio Internet's network or other property used by Customer.

13. Succession, Assignability

13.1 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

13.2 Customer shall not assign, transfer, or dispose this Agreement or any of its rights or obligations hereunder without prior written consent of Cruzio Internet, which shall not be unreasonably withheld; provided, however, that customer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of Cruzio Internet. An assignment, transfer or disposition of this Agreement by customer shall not relieve customer of any of its obligations under this Agreement. Notwithstanding the foregoing, customer shall not have the right to license to any third party the right to use or the use of customer's facilities as provided in and subject to this Agreement.

13.3 Subject to Section 14 hereof, Cruzio Internet shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. Cruzio Internet shall provide notice to customer as soon as possible of any assignment under this Section.

13.4 Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

14. Cruzio Internet's Remedies

You agree that any unauthorized use of the Services would result in irreparable injury to Cruzio Internet and/or its affiliates or licensors for which money damages would be inadequate. In such event Cruzio Internet and/or its affiliates and/or licensors, shall have the right to immediate injunctive relief against you, in addition to other remedies available at law and in equity. Nothing contained in these Terms shall be construed to limit remedies or relief available pursuant to statutory or other claims that Cruzio Internet, its affiliates and/or licensors may have, including but not limited to, any claim for intellectual property infringement.



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15. Force Majeure

Neither party shall have any liability for its delays or its failure to performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

16. Non-waiver

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right or condition.

17. Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by the law of the State of California without regard to its conflicts of laws and provisions.

18. Headings

All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

19. Representations and Warranties

Each party represents and warrants that: (i) it has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iii) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court, or body.

Acceptable Use Policy

This Acceptable Use Policy is used in conjunction with the terms of your service agreement. Violating any of these policies grants Cruzio Internet the authority to take action to restrict or terminate your access to Cruzio Internet Services. We reserve the right, at our discretion, to update or revise this policy, any other policy or statement on any Cruzio Internet website, and any product offerings or programs described on any Cruzio Internet website. Please check back periodically to review any changes to this policy.

1. Conduct

1.1 Network Abuse

Use of the Service for orchestration of or participation in any abuse of Cruzio Internet or any other network, system or service is expressly forbidden and is grounds for account termination and possible legal action. Any action which interferes with the Cruzio Internet network or other networks or which affects the use of or access to any network is likewise expressly forbidden.



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Cruzio Internet retains at all times the right to determine what constitutes network abuse.

Examples include but are not limited to:

- Port scanning
- Use of 'cracking' software or techniques
- Dissemination of viruses or malware
- Provocation of attacks on the Cruzio Internet network or any other network
- Conduct which causes Cruzio Internet to be blocked by another provider or which causes Cruzio Internet to be placed on a "block list"
- Flooding Cruzio Internet or any other network with traffic for the purpose of disrupting service
- Mail bombing

Cruzio Internet may only be used for lawful purposes. Transmission or storage of material in violation of federal, state, or local regulations is prohibited. This includes, but is not limited to, material that is: copyrighted, judged to be threatening, compromises security or privacy, or is protected by trade secret. Cruzio Internet reserves the right to remove or modify, at its discretion, any material in violation of these policies. You agree to comply with the rules and restrictions appropriate to other networks and services connected directly or indirectly to Cruzio Internet. This includes, but is not limited to, the Acceptable Use Policies established for the Internet as a whole which expressly prohibits certain commercial solicitation.

1.2 Junk Mail

You agree to not send unsolicited advertisements ("junk mail") through the Internet and not to send email to anyone after they have asked you to stop sending them email ("harassment").

Email accounts are for personal or business correspondence only. Unsolicited Commercial Email (otherwise known as UCE - or spam) is strictly prohibited and violators will have their accounts terminated immediately. Sending unsolicited email to one or more addresses regardless of how the addresses were obtained may be considered spamming and is grounds for account termination. Use of a Cruzio Internet address or any address of a domain hosted by Cruzio Internet as a return address for replies to spam is similarly prohibited.

Cruzio Internet may at its discretion employ filtering techniques to block inbound email from known sources of spam and email abuse, and may also filter incoming email for known viruses.

1.3 Content

Any unauthorized use of the Service is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. §1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content, including, without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.



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You agree not to post, email, or otherwise make available content:

- i. That harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- ii. That violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- iii. That violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability;
- iv. With respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract;
- v. That constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- vi. That includes links to commercial services or websites, except as allowed in "services";
- vii. That advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by California or federal law.
- viii. Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by Cruzio Internet;
- ix. Post non-local or otherwise irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- x. Use any form of automated device or computer program that enables the submission of postings on Cruzio.com without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

2. Copyright infringements

It is Cruzio Internet's policy to conform to Title II of the Digital Millennium Copyright Act (17 U.S.C. 511 et seq.), which outlines an Internet Service Provider's (ISP) obligations if one of its subscribers offers infringing copy online.



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The statute describes “notice and take down” provisions, stating that once an ISP receives notice of the copyright infringement, it must take down the unauthorized material.

In addition to adhering to those and other requirements, Cruzio Internet has designated an agent to receive notices from unhappy copyright owners. The registry of agents is maintained by the Library of Congress and, in our case, all emailed complaints should be sent to IPabuse@Cruzio.com, and include the following information:

- an electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Copyright Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Cruzio Internet trademarks and service marks and other Cruzio Internet logos and product and service names are trademarks of Cruzio Internet. Without Cruzio Internet’s prior permission, you agree not to display or use in any manner the Cruzio Internet marks.

Privacy Policy

Cruzio has developed the following online privacy policy to protect personally identifiable information (information that can be associated with a specific individual or entity, such as name, address, telephone number, email address and/or information about online activities directly linked to them). This policy applies to all personally identifiable information that Cruzio obtains when a customer registers for or uses a Cruzio online service, including visiting the Cruzio Web site.

1. Disclosure of personally identifiable information

Cruzio will not sell, trade or disclose to third parties any personally identifiable information derived from the registration for or use of a Cruzio online service without the consent of the customer (except as required by subpoena, search warrant or other legal process). If Cruzio includes your name and any other personally identifiable information in a directory that Cruzio creates from information we receive as an online service provider, Cruzio will give you the opportunity to have your information excluded from that directory. Business directories that Cruzio creates may, however, contain similar information obtained from other sources.

2. Collection and use of personally identifiable information

Cruzio will collect and use personally identifiable information for billing purposes, to anticipate and resolve problems with your service, or to create and inform you of products and services that better meet your needs. This means that Cruzio may use your personally identifiable information to market new services to you that we think will be of interest to you, but we will not disclose your personally identifiable information to third parties who want to market products to you.



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3. Partnerships with third parties

Cruzio partners with American Telephone & Telegraph (AT&T) to provide DSL services. If you choose to purchase DSL services, Cruzio must release some personally identifiable information to AT&T and its affiliates. The privacy policy of AT&T is not under Cruzio's control and may differ from Cruzio's.

Cruzio partners with GKG.net to provide domain name registration services. If you choose to register a domain name, Cruzio must release some personally identifiable information to GKG.net. The privacy policy of GKG.net is not under Cruzio's control and may differ from Cruzio's. Additionally, when you register a domain name the information you submit to the domain name registrar becomes publicly available on the Internet.

If you choose to purchase ShopSite software and set up an online store, you will be asked if you would like to voluntarily register your store for listing in the ShopSite directory. If you decide to register your store, you will be linked directly to the ShopSite Web site to provide this information. Cruzio does not have control over the personally identifiable information you submit to ShopSite.

Cruzio may partner with other third parties to provide additional customer services. If these services require Cruzio to release personally identifiable information, this will be stated at the time you purchase such services.

4. Security

Cruzio has implemented technology and security features and policy guidelines to safeguard the privacy of your personally identifiable information from unauthorized access or improper use. All of Cruzio's online forms that ask for credit card information (to order a service, or to make a payment) use the industry standard Secure Sockets Layer (SSL) encryption to protect the data in transit. Any credit card information electronically stored by Cruzio is also encrypted.

5. Email contents

Cruzio will not read or disclose to third parties private email communications that are transmitted using Cruzio services without your permission, except as required to operate the service, protect the network, or as otherwise authorized by law.

Customer Name/Company Representative (PRINT)

Signature & Date