



GENERAL TERMS OF SERVICE

These General Terms of Service (“TOS”) set forth the terms and conditions Renovo Data Protection Services, Inc., a Georgia corporation (“We,” “Us” or “Renovo”) require you to agree to and abide by if you want to (1) use or receive any service supplied by Renovo, including any work-product delivered to you and/or (2) download, install or use any associated application(s) or software (“Applications”) which purpose is to enable you to use our services (collectively, “Services”) or use our website at Renovo.com (our “Website”) to obtain a quote, order any Service, or enter into an agreement with Renovo to receive any of our Services. These TOS and the provisions stated or referenced herein constitute a legal agreement between you and Renovo and supersede and replace any and all prior agreements or understandings, verbal or written, between our Customers and us.

These TOS, include in their entirety each of the following (as each can be found at www.RenovoData.com/legal, and as may be modified or amended and posted on our Website), which are hereby included in their entirety herein by this reference):

- (1) Special Terms of Service for Offsite Renovo Backup Services (“ORBS Agreement”)
- (2) Special Terms of Service for Renovo Hosting Services (“RHS Agreement”)
- (3) Special Terms of Service for Renovo High Availability Services (“RHAS Agreement”)
- (4) Acceptable Use Policy
- (5) Account Payment and Invoices Policy
- (6) Renovo Service Level Agreements (“SLA”)
- (7) Encryption Key Recommendations and Disclosures
- (8) Support and Disaster Declarations
- (9) Special Terms for Additional IP Addresses (“Additional IP Address Agreement”)

All capitalized terms used but not defined herein have the same meaning as defined in one of the above. In the case of any inconsistency in one of the above agreements and these TOS, the applicable above agreement shall apply to the specific inconsistency only.

Upon placing an order (either online, by telephone or by receipt of payment by post mail) for our Services and/or upon first use of our Services, you become a “Customer” of Renovo and a “User” of our Services. Upon becoming a Customer or User, without further action on your or our part, you expressly acknowledge, agree to, and are hereby legally bound by the terms and conditions contained herein, and any future amendments and additions to these TOS as published from time to time at www.RenovoData.com/legal.

Different TOS, Policies and Special Terms may be applicable to different Customers depending on the Services you ordered from Renovo. Renovo reserves the right to modify the terms and conditions of these TOS, its Policies or any of the terms relating to our Services at any time, effective upon posting of an updated version of the same Website. Renovo agrees to use reasonable efforts to notify you of any changes to our TOS, Policies or terms upon posting the same to our Website, although you are responsible for regularly reviewing these places for any updates. Continued use of our Services after any updates shall constitute your consent to all changes contained in such update.

Renovo has the right to fully investigate and prosecute violations of any of these TOS, including all documents and agreements referenced or incorporated herein to the fullest extent of the law. All Customers hereby give Renovo full permission and authority to involve and cooperate with law enforcement authorities in prosecuting Customers (including yourself) who violate these TOS. You agree that Renovo has the right but no responsibility to, and may not, monitor your access to or use of the Services, Applications or Collective Website Content or review or edit any Collective Website Content. However, Renovo has full right and authority to do so to ensure your compliance with our TOS, comply



with applicable law, order or requirement of a court, administrative agency or other governmental body. Renovo reserves the right, at any time and without prior notice, to remove or disable access to any Collective Website Content that Renovo, at its sole discretion, considers to be in violation of these TOS or otherwise harmful to the Services or Applications.

CONFIDENTIALITY OBLIGATIONS

Customer and Renovo Information. "Information" of Renovo or a Customer shall include any and all information in any format relating to the disclosing party's intellectual property, trade secrets, business, finances, marketing plans, customers, vendors, licenses, contract terms, tools, products, Software, appliances, methodologies, code, templates, policies, records, working papers, knowledge, data, architectures, concepts, techniques, works of authorship or other intellectual property, written or otherwise (including source code), ideas, inventions, methods, processes, research, development, operations, systems, algorithms, improvements, know-how and opportunities, anything marked as proprietary or confidential or otherwise whose confidential nature has been made known, information that would be competitively or commercially valuable and not generally known or readily available by legal means to a competitor; and information that due to its character and nature, a reasonable person would treat as confidential, provided or disclosed by the disclosing party or any third party under authority of the disclosing party in connection with the business relationship between Renovo and Customer. Customer Information includes all data, emails, information, systems, algorithms, code, templates or other materials used, transmitted, copied, distributed or stored through the Services ("Customer Data").

Obligations. The receiving party will not to copy, use or disclose the disclosing party's Information for any purpose except as necessary for the performance of its obligations under these TOS between the parties, or otherwise as authorized in writing by the disclosing party. The receiving party will ensure that its officers, directors, employees and agents will maintain the disclosing party's Information in strict confidence and shall not, directly or indirectly, communicate, disclose, divulge, report, distribute, publish, transmit, display, transfer or reveal for any purpose whatsoever, any such Information (or any information concerning any matters affecting or relating to any portion of the disclosing party's Information) to any person, without the disclosing party's prior written consent; provided that disclosures to officers, directors and employees or other agents of either party shall not require prior written permission if disclosure is necessary to the performance of the disclosing party's obligations under the TOS and the receiving party advises such parties that the Information is confidential and each such party is bound by confidentiality obligations at least as strict as the ones found herein. For all disclosures of Information of any third party, the receiving party shall take reasonable preventive measures as requested by the disclosing party to protect this information, and in no event less than reasonable care. The receiving party agrees that the act of providing access to the Information where such disclosure is intended or likely to result in unauthorized copying or any other use inconsistent with the disclosing party's ownership, shall be deemed to constitute contributory infringement of copyright and trade secret rights.

Breach. The receiving party acknowledges and agrees that the disclosing party's Information constitutes the disclosing party's valuable property and that the disclosure of such information by the disclosing party to the receiving party shall not transfer any ownership interest, license or other right in or to the disclosing party's Information. Threatened breach or unauthorized use or disclosure of Information may cause a party irreparable harm, and the parties will have the right to enforce this Agreement by injunctive or other equitable relief in addition to any other remedy. Notwithstanding any disclosure, the disclosing party shall be and remain the owner of all its intellectual property, patents, copyrights, trademarks, trade secrets, other proprietary rights and its Information.

Termination for Convenience. Unless otherwise indicated on an addendum or special terms document, Customer may terminate Renovo Services at any time by providing Renovo with 60-day advanced written notice. All Renovo Provided Services shall terminate on the last day of the month in which the notice period ends (the "Termination Date"). No



portion of Customer's prior payments is refundable upon termination (including proportionately on pre-paid monthly or annual based services). Renovo will provide Customer with a final invoice including any Service Fees and other fees and charges due hereunder through the Termination Date.

Return of Renovo provided Server and other Hardware and Equipment. Upon termination Customer agrees to return undamaged (normal wear and tear excepted) any server(s), hardware or equipment supplied by Renovo to Customer in the providing of any Services to Customer, at Customer's sole expense. If the Renovo provided server, hardware or equipment is damaged in transit, Renovo will charge Customer for the cost of repair or replacement as set forth in an invoice to Customer, which Customer shall pay pursuant to Renovo Account Payment and Invoice Policies. Customer is liable for full retail replacement cost of servers, hardware and other equipment if such are deemed not repairable, in its reasonable sole discretion.

Return of Information After Termination of Services. Following the expiration or termination of the Services to Customer, Renovo agrees to return or destroy (pursuant to Customer's instructions) all Customer Information in Renovo's possession. Renovo will either (1) destroy data and issue a letter of destruction or (2) for an additional charge, migrate data to portable disk drive or form of media of Customer's choosing. The charges associated with option 2 are set forth in Support and Disaster Declarations. Following any expiration or termination of the Services, Customer agrees to return or destroy (pursuant to Renovo's instructions) any Renovo Information. Upon request of the disclosing party, the receiving party shall certify its destruction in writing signed by an officer and shall deliver it to the other party.

INTELLECTUAL PROPERTY RIGHTS

Customer Ownership Rights. Renovo acknowledges that all right, title and interest in all Customer Information and Customer Website Content shall be solely owned by the Customer, except for the rights in the same specifically granted to Renovo by Customer herein.

Renovo Ownership Rights. Customer acknowledges that all right, title and interest in all Renovo Information and shall be solely owned by Renovo. Customer acknowledges that the Dedicated Server, other related hardware and software are the property of Renovo, its licensors or its suppliers. Customer acknowledges that all right, title and interest in all Renovo Website Content shall be solely owned by Renovo or its third-party owner as applicable, except for the rights in the same specifically granted to Customer by Renovo herein.

Third-Party Ownership Rights. Customer acknowledges that all right, title and interest in all intellectual property of third parties, including rights granted under the copyright laws, used in providing Services as well as such third-party's trademarks, logos, service marks, company or product names set forth in the Applications are the property of their respective owners. Your use of the Services or Applications gives you no right therein or license thereto unless specifically granted herein.

SERVICES LICENSE

Contingent upon your compliance with the terms and conditions of these TOS, Renovo hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, revocable license to use (1) the Services ordered and paid for by Customer; (2) Renovo Information to the extent that Renovo incorporates any Renovo Information into any Customer Work Product or to the extent that Customer needs such rights to use the Services as agreed and in accordance herewith; and (3) any custom software developed or provided to Customer by Renovo in connection with the Services, provided such use in any case is solely for Customer's internal business purposes and used strictly in accordance with the limitations set forth in these TOS.



The terms of this license will govern any upgrades provided by Renovo that replace and/or supplement the Renovo Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. You shall not (i) license, sublicense, sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) create Internet "links" to the Services or "frame" or "mirror" any applications on any other server or wireless or Internet-based device; (iv) reverse engineer or access the applications to copy any ideas, features, functions or graphics of the Services or applications whether to build competitive products or services using similar ideas, features, functions or graphics of the Services or applications, or otherwise; (v) launch an automated program or script that unduly burdens, interferes, disrupts, hinders the integrity, operation and/or performance of the Services (or the data contained therein) in any way or for any Customer, including but not limited to Trojan horses, viruses, worms, web spiders, web crawlers, web robots, web ants, web indexers, bots, or any program which may make multiple server requests per second, or send and/or store in our applications; or (vi) attempt to gain unauthorized access to the Services or its related systems or networks, or circumvent or attempt to defeat any security or verification measures relating to use of the Services.

Reselling of Services is generally not permitted and Customer's license does not allow the reselling of any Service, unless specifically agreed to by Renovo prior to Customer reselling the Service and Customer signs a Reseller Agreement in form and substance satisfactory to Renovo in its sole discretion. The permission to resell Services shall only be given on a case-by-case basis as determined by Renovo in its sole discretion.

DELIVERY AND ACCEPTANCE OF CUSTOMIZED WORK PRODUCT

Renovo provides its Customers will the ability to order custom solutions ("Work Product") provided under a separate Statement of Work ("SOW"). All SOW are governed by these TOS and any specific terms and conditions contained in a SOW signed by Renovo and Customer, provided that the case of any inconsistency in the SOW and these TOS, the applicable SOW shall only as to the specific instance of such inconsistency.

Customer shall accept or reject any Work Product in writing within five business days from receipt of and/or upon completion of the Services, as applicable or set forth in a SOW. If Customer does not accept or reject in writing as set forth above, such the Work Product shall be deemed accepted by Customer. Customer shall clearly state in writing the reasons for any rejection. Customer may not reject any Work Product if the grounds for rejection are based, in whole or in part, on (i) Customer's use of the Work Product other than in accordance with applicable documentation or instructions provided by Renovo, (ii) modification of any Work Product other than by Renovo, (iii) the use or combination of any Work Product with materials not supplied by Renovo, (iv) information supplied by Customer to Renovo that is included in or relied upon to provide any Work Product, or (v) Customer's negligence, breach or willful misconduct. Within five business days of a notice of a proper rejection, Renovo shall present a commercially reasonable corrective plan of action to Customer. Renovo, at no additional expense to Customer, shall use all commercially reasonable efforts to then make the corrections (and Customer shall permit Renovo to make such corrections) as are reasonably necessary to address Customer's reason for rejection to Renovo's reasonable expense and, where applicable, Renovo shall resubmit the corrected Work Product to Customer. This shall be Customer's sole remedy with respect to non-conforming or rejected Work Product.

Rights in Work Product. Unless specifically set forth as otherwise herein or in an applicable SOW, Customer acknowledges that Work Product is NOT a work for hire and that Customer has no ownership, in, and no other rights to, the Work Product except as expressly permitted by Renovo. Customer shall not sell, transfer, publish, disclose, modify, display or otherwise make available the Work Product except as expressly permitted by Renovo. All Work Product created for and provided to Customer by Renovo under a SOW shall be for Customer's internal use only and used strictly in accordance with the limitations set forth in these TOS and an applicable SOW. Customer acknowledges and agrees that any Renovo Information is and shall remain the sole property of Renovo. Customer acknowledges and agrees that



Renovo uses third-party applications and software in providing the Work Product and that Customer receives no rights therein other than as specifically set forth herein. Renovo acknowledges and agrees that any Customer Information (as defined below) is and shall remain the sole property of Customer.

Customer acknowledges that Renovo and its affiliates are free to use any ideas, learnings, concepts, techniques, and know-how gained by Renovo under this Agreement itself and for its other clients and Customers, subject to Renovo's obligations with respect to Customer's Information. Any Renovo Information used to perform the Services or included in any Work Product, or Information acquired, conceived, or developed by Renovo at any time independent of Renovo's work under the SOW with such Customer, is and shall remain the exclusive property of Renovo. Customer acknowledges and agrees that all third-party applications and software remain the exclusive property of their respective owners. To the extent that Renovo incorporates any Renovo Information into the Work Product Renovo hereby grants to Customer a royalty-free, non-exclusive, non-transferable license to use such Renovo Information solely for Customer's internal business purposes and as necessary to use or exercise its rights in the Work Product, in accordance herewith and in an applicable SOW. Customer acknowledges that Renovo has the right to retain and use internally copies of all Work Product, provided, however, that the foregoing does not include rights to distribute, disclose or create derivative works from Customer's Confidential Information that is incorporated into such Work Product.

CUSTOMER REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Representations and Warranties. By using the Applications or Services, each Customer expressly represents, warrants and agrees that he/she/it (as applicable) is:

- At least 18 years old.
- Of the required legal age if you reside in a jurisdiction that restricts the use of the Services because of age, or restricts the ability to enter into agreements due to age. *If you are not the required age you must not use the Applications and Services.* Without limiting the foregoing, the Services are not available to persons under the age of 18.
- The owner of, or has all rights to use, store, transmit, and distribute the Customer Data and Content pursuant to the Services and that Customer has full authority to transmit its Data and Content and direct its disposition in accordance with herewith.
- Legally entitled and has the right, authority and capacity to enter into to enter into the agreements set forth in these TOS and to fulfill its complete terms and conditions.

Agreements. By using our Applications or Services, each Customer expressly agrees that he/she/it (as applicable):

- Will only use the Applications and Services for His/her/its own use and will not resell either to a third party.
- Will keep secure and confidential your encryption keys, passwords, account information or any identifying information we provide you, which allows access to our Services.
- Will not represent yourself to be an agent, representative, employee or affiliate of Renovo

RENOVO REPRESENTATIONS, WARRANTIES AND AGREEMENTS



Representations and Warranties. Renovo expressly represents, warrants and agrees that it owns or has the right to sublicense to you, all intellectual property rights in and to the Services as intended and agreed to hereunder.

Limited Service Warranty and Sole Remedy.

Renovo expressly represents, warrants and agrees that it will perform all Services in accordance with the terms hereof and in a good and workmanlike manner and in accordance with generally accepted industry standards.

Customer's sole and exclusive remedy for breach of the above limited Service Warranty shall be, at Renovo's option, re-performance by Renovo of the specific Service component which failed at no charge to Customer, or refund of a portion of the fees paid to Renovo by Customer for the period during which the specific Service component failed to conform to the limited Service Warranty.

EXCEPT FOR THE FOREGOING, RENOVO MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND RENOVO SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING WITH OUT LIMITATION THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

INDEMNIFICATION

Customer Indemnification. By using Renovo's Applications or Services, you agree to, and will, defend, indemnify, and hold Renovo and our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use or misuse of the Services, including: your breach of these TOS or the policies, agreements and documents this TOS incorporates by reference; or your violation of any law or the rights of any third party, including, without limitation, our other Customers, any allegation that any Customer Data or Content that you submit to us or transmit to the Services or through the Applications or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Renovo Indemnification. Renovo shall defend and indemnify Customer against any costs, liabilities or damages (including attorney's fees) arising from a claim that Customer's authorized use of the Services or Work Product infringes any patent, copyright, trademark or trade secret, excluding claims to the extent relating to intellectual property that Renovo acquires under license from a third party. Customer must promptly notify Renovo in writing of any such claim. Notwithstanding the foregoing, Customer's failure to so notify Renovo shall not diminish Renovo's indemnity obligations hereunder except to the extent such delay prejudices Renovo's defense of such matter. Renovo shall have sole control of any such suit (including without limitation the right to settle on behalf of Customer), and Customer shall cooperate with Renovo in connection with its defense at the reasonable expense of Renovo. If Customer is enjoined from using any Services or Work Product, or if Renovo believes that any Work Product or Services are likely to become the subject of an infringement claim, Renovo shall (i) obtain the right for Customer to continue to use such Work Product or (ii) replace or modify the Work Product so as to make it non-infringing and substantially comparable in functionality. If after using commercially reasonable efforts Renovo is unable to do either (i) or (ii) above, such Work Product shall be returned to Renovo. Renovo's sole liability shall be to refund Customer the amount paid to Renovo for such item or portion thereof. Notwithstanding the foregoing, Renovo will have no liability to indemnify Customer hereunder based on (i) use of a Work Product other than in accordance with applicable documentation or instructions provided by Renovo, (ii) modification of any Work Product other than by Renovo, (iii) the use or combination of any Work Product with materials not supplied by Renovo, (iv) information supplied by Customer to Renovo that is included in any Service or Work



Product, (v) Customer's use of a superseded version of the Work Product if the infringement could have been avoided by using the latest version of the Work Product provided by Renovo, (vi) Customer's failure to comply with the terms of any license agreement or other licensor or manufacturer requirements applicable to any software or other products provided by Renovo, or (vii) Customer's negligence, breach or willful misconduct.

LIMITATIONS ON RENOVO LIABILITY TO YOU

RENOVO'S TOTAL AGGREGATE LIABILITY TO ANY CUSTOMER (OR CUSTOMER'S OWN CUSTOMERS), INCLUDING IN CONNECTION WITH ANY SERVICES, APPLICATIONS, OR WORK PRODUCT PROVIDED BY RENOVO HEREUNDER, IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) BY STATUTE, OR OTHERWISE, WHETHER CONCERNING PERFORMANCE, NON-PERFORMANCE OR OTHERWISE, SHALL BE LIMITED AND SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO RENOVO FOR THE SERVICES, APPLICATIONS, OR WORK PRODUCT THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL RENOVO HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY, CLAIM, LOSS OR DAMAGE (WHETHER CUSTOMER'S, A CUSTOMER'S CUSTOMER, A THIRD-PARTY'S OR OTHERWISE) TO THE EXTENT ARISING OUT OR RESULTING FROM:

- CUSTOMER CONTENT, DATA, EQUIPMENT, HARDWARE, SOFTWARE, OR OTHER MATERIALS PROVIDED OR SUBMITTED BY CUSTOMER TO RENOVO OR USED BY CUSTOMER IN CONNECTION WITH THE SERVICES.
- ANY EVENT BEYOND RENOVO'S REASONABLE CONTROL (A "FORCE MAJEURE").
- MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS AND OPERATION, OR TRANSMISSION OR FAILURE OF PERFORMANCE WHETHER OR NOT DUE TO FORCE MAJEURE, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RENOVO'S SERVICES AND/OR APPLICATIONS, THE DS-CLIENT, CUSTOMER DATA, CONTENT OR OTHER RECORDS, PROGRAMS OR SERVICES.
- FAILURES OF DS-CLIENT, OR OTHER SOFTWARE OR APPLICATIONS USED BY RENOVO IN PROVIDING THE SERVICES TO THE EXTENT SUCH FAILURE WAS CAUSED IN WHOLE OR IN PART BY FAILURES OR LIMITATIONS IN THE CUSTOMER'S HARDWARE, EQUIPMENT, SOFTWARE, APPLICATIONS, CONFIGURATIONS, INTERNET SERVER PROVIDERS, NETWORK AVAILABILITY, NETWORK PERMISSIONS, VIRUSES IN CUSTOMER'S HARDWARE/SOFTWARE OR AN IMPROPERLY INSTALLED OR CONFIGURED OPERATING SYSTEM OR ONE WITHOUT SUFFICIENT MEMORY OR DISK SPACE.
- LOSS OR DAMAGE TO A PASSWORD OR AN ENCRYPTION KEY MANAGED BY CUSTOMER.
- CUSTOMER'S (1) FAILURE TO TARGET CONTENT FOR BACKUP, (2) IMPROPER OR INCORRECT CONFIGURATION OF THE DS-CLIENT OR OTHER RENOVO SOFTWARE OR APPLICATIONS, (3) DECISIONS TO STORE CUSTOMER DATA IN TIER 1, 2 OR 3.
- FAILURES, LOSS OR BREACH OF THE SECURITY OF ANY CUSTOMER EMAILS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL RENOVO HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOST BUSINESS PROFITS OR LOST DATA OR PUNITIVE DAMAGES, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



Other Limitations.

Customer acknowledges that Renovo authorizes other Users and Customers to install their websites and servers in its data center and facilities. Renovo shall not be liable in any way whatsoever for damages, costs or losses incurred by Customer (or by Customer's own customers) and caused by another User's or Customer's actions, materials and equipment or failure to act.

All Customer Data submitted on Renovo Server(s) is considered publicly accessible unless protected by Customer provided security tools or Customer elects to order security tools provided by Renovo. Customer should protect important and private information. Renovo is not liable for protection or privacy of electronic mail or other Customer Information transferred through the Internet or any other network provider that Customer may use.

Website Content License Grant, Restrictions and Copyright Policy

License Granted by Customer in Customer Website Content. We may, in our sole discretion, permit Customers to post, upload, publish, submit or transmit content on or via our Website ("Customer Website Content"). By making available or posting any Content on our Website, you hereby grant to Renovo a worldwide, irrevocable, perpetual, exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, disseminate and otherwise exploit any such Website Content from a Customer. Renovo shall be entitled to the unrestricted use of all Customer Website Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Renovo claims no ownership rights in any Customer Website Content and nothing in the TOS will be deemed to restrict any rights that you may have to use and exploit your own Customer Website Content.

You acknowledge and agree that you are solely responsible for all Customer Website Content that you make available. By posting or making available any Content on our Website, you represent and warrant that: (i) you are the sole and exclusive owner of all Content that you make available or post or you have all right, license, consent and release that are required to grant to Renovo full rights in such Content, as contemplated under the TOS; and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or Renovo's use of the Content made available (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Licenses Granted by Renovo to Website Content. Subject to your compliance with the terms and conditions in the TOS, Renovo grants you a limited, non-exclusive, non-transferable license to view, download and print any Content that Renovo makes publically available on our Website, including any Content licensed from a third party and any ("Renovo Website Content") and any Customer Website Content.

All Renovo Website Content and other Customer's Website Content may be used solely for your personal and non-commercial purposes. You have no right to sublicense these license rights granted by Renovo. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any Renovo Website Content and other Customer's Website Content, except as expressly permitted in the TOS.

Copyright Policy. Renovo respects copyright law and the intellectual property of others and expects its Customers to do the same. Renovo will terminate Customers or other account holders who repeatedly infringe or are reasonably believed to be repeatedly infringing the rights of copyright holders. If you believe, in good faith, that any materials on our



Website infringe upon your copyrights, please send the following information to Renovo's Copyright Agent at info@RenovoData.com:

1. A description of the copyrighted work that you claim has been infringed, including sufficient information to locate the specific place on our Website where the material is located. Please include sufficient information to locate the material and explain why you think an infringement has taken place;
2. A complete description of the location where the original or an authorized copy of the copyrighted work exists; i.e. an Internet address where the work is posted or the name of the book in which it was published;
3. Your address, telephone number, and e-mail address;
4. A signed statement by you that, in good faith, you believe that the disputed use is not authorized by the copyright owner, its agent, or law;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

OTHER

Employee Solicitation. During the term of any Services provided hereunder and for one (1) year thereafter, Customer agrees not to solicit or recruit for employment any employee of Renovo.

Notices. Renovo may give notice by means of a general notice on the Services, the Applications, electronic mail to your email address on record in Renovo's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Renovo's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Renovo (such notice shall be deemed given when received by Renovo) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Renovo at 6 W. Druid Hills Dr. Suite 401, Brookhaven, GA 30329, addressed to the attention of: Chief Executive Officer.

Assignment. You may not assign your responsibilities, duties and obligations (or any portion thereof) as set forth in these TOS, or any Driver or Sender Agreement, as applicable, to any party without the prior written approval of Renovo in each instance. Any purported assignment in violation of this section shall be void.

Export Control. You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Applications nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Dispute Resolution. You agree that any legal disputes or claims arising out of or related to these TOS, whether such dispute or claim is related to the use of the Services and/or Applications, or the interpretation, enforceability, revocability, or validity of these TOS, or the validity of any dispute, that cannot be resolved informally shall be submitted to binding arbitration. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by you and Renovo. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and Renovo agree that any claim, action or proceeding arising out of or related to these TOS must be



brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND RENOVO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

The American Arbitration Association ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules.

Unless you and Renovo otherwise agree, the arbitration will be conducted in the county of Renovo's principal place of business. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Renovo submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, the AAA Rules will determine your right to a hearing. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

No Joint Venture. No joint venture, partnership, employment, or agency relationship exists between you, any other Customer or User, Renovo or any third party provider as a result of a Customer or User entering into an agreement to use or their use of the Services or Applications. If any provision of these TOS is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Renovo to enforce any right or provision in these TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Renovo in writing. These TOS, including all terms, conditions and agreements referenced herein, including without limitation all agreements and policies, comprise the entire agreement between our Customers, Users and Renovo and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.