

**NORTH ATLANTIC NETWORKS, LLC**  
16 Mason Avenue, North Attleboro, MA 02760

**HOSTED SERVICES SUPPLEMENT  
TERMS & CONDITIONS**

## Terms of Service

### North Atlantic Networks Hosted Services

North Atlantic Networks ("NAN") Hosted Services ("NHS") consist of NAN's licensed Microsoft-based Exchange, SharePoint and Lync services for use by NAN clients. NHS may also encompass other Microsoft licensed services that include access to database and customer relationship services among others. By using these services you agree to be subject to the terms and conditions set forth herein and by all applicable laws. We reserve the right to revise these terms and conditions and any product offerings or pricing at any time.

This offer is expressly conditioned upon your acceptance of these Terms of Service ("**Terms**"). Your use of or access to services provided by NAN (as defined below) constitutes your Agreement to these Terms, as in effect from time to time. NAN reserves the right to send notices to its customers of changes to the NAN Privacy Policy or these Terms of Service, or of any material changes affecting their service.

It is your responsibility to keep NAN notified of any changes to your e-mail address or other contact information to assure that customers receive all such notices from NAN. Billing and contact information can be updated directly through the Control Panel or by contacting NAN Support department at [Support@nan.com](mailto:Support@nan.com).

### User Data

Pursuant to the Privacy Policy, The Service Provider may disclose to third parties certain aggregate information contained in your Registration Data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by you or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the Terms, or under any of the other circumstances set forth in the Service Provider privacy policy, as may be amended from time to time.

### Technologies Service and Content

The service may only be used for lawful purposes. Transmission or solicitation of any material that violates United States Federal, State or other laws that may apply in this jurisdiction or your local area is prohibited. This may include material that is obscene, threatening, harassing, or libelous, promotes gambling, or is in any way a violation of intellectual property laws. No material may be stored on or transmitted through any servers hosted by the Service Provider that would commonly be considered "indecent" or "appealing to the prurient interest" also commonly referred to as "adult" material, nor will any links to such Web sites be tolerated within the content hosted by the Service Provider.

### Spam Policy

Due to strict SPAM prevention policies implemented by 3rd party e-mail systems (such as AOL and Hotmail) and our mission to provide reliable e-mail service to our customers, we have a strict policy of zero-tolerance towards any e-mails sent out by a customer that may jeopardize our ability to deliver other customers e-mails to 3rd party mail systems.

Our e-mail hosting service is not designed for sending out large quantities of e-mail marketing messages. There are 3rd party companies that exclusively focus on delivering marketing e-mails, such as Constant Contact, Jango Mail and others. Please note that we do not recommend any of these companies; rather they are listed as examples.

The sending or facilitation of the sending of bulk e-mail of any kind, other than verifiable, Double Opt-in email is strictly prohibited. Additionally, such Double Opt-in e-mail must be limited to a total of 200 e-mails per calendar month across all users in your account. If you need to send out a larger quantity of e-mails, then you must use a third-party e-mail marketing service such as one listed above. Double Opt-in means that when the user enters their email address on your website, they are sent an email CONFIRMING the opt-in, requiring them to click a LINK to verify that they opted in for your mailing. You may not mail to that email address unless they have confirmed the opt-in. At any time, upon Service Providers sole discretion, you may be required to provide documented proof that all of your end-users have CONFIRMED an opt-in. This can be done by storing the IP address, a date-timestamp, and a unique ID

for the confirmation. At its sole discretion, Service Provider will determine from all of the evidence whether the email recipients were from a "Double Opt-in" email list and take appropriate action.

Sending unsolicited commercial or bulk e-mail or any other method of distributing electronic messages to recipients who have not requested them, otherwise known as "spam" from our servers, or sending such e-mail with the Service Provider-hosted Web site listed as the contact address, or any use of Service Providers' services or systems associated in any way with such mailings is strictly forbidden. NAN will immediately terminate, without any warning, the account of any customer who conducts these activities. NAN also reserves the right to remove customers who send mass/spam news postings, as well as any accounts advertising or distributing software or services that may contribute to news or e-mail spamming. The Service Provider reserves the right to report such violations to the proper government authorities, as well as Internet service providers, and Internet control organizations. To report spam, please forward the spam with all original headers to support@nan.com.

It is a violation of these Terms for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. A determination of such misuse or fraudulent use shall be in Service Providers' sole discretion. Further, The Service Provider shall report, and you shall waive all rights to privacy, to the extent permitted by law, all such misuses and fraudulent uses as determined by the Service Provider in its sole discretion to appropriate government authorities, credit reporting services, financial institutions and credit card companies.

It is a violation of these Terms for you to attempt to breach or to breach the security or firewall systems of the Service Provider, its Internet access provider, or its Affiliates. If you become aware of such an attempt to breach or actual breach, please notify us at support@nan.com. Complaints may be investigated by the Service Provider but is under no obligation to act or not act with regards to any complaint. Any action taken on a complaint will be at the sole discretion of the Service Provider. Notice of attempts to breach or actual breaches of such security or firewall systems should be directed to: support@nan.com.

#### **TERMINATION**

NAN may terminate this agreement and your access to any or all Services at any time, with or without cause, effective immediately. NAN shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Anyone determined by NAN to have violated these Terms of Service may be barred from receiving any services from NAN.

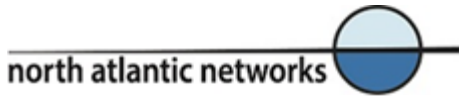
You may terminate this Agreement at any time by way of the follow process: 1) send an email to Support@nan.com to request a cancellation form to which we will respond with the form within one business day, and 2) fill out the cancellation form and send it back to us. Once we receive your completed cancellation form, we will cancel all Services and such date will be considered the 30 day notice of termination. Termination, by us or you, does not release you of any past or current fees owed for Services rendered through the date of termination.

#### **LIABILITY LIMITATION**

YOU AGREE THAT ALL ACCESS AND USE OF THE SERVICE PROVIDER AND THE CONTENT THEREOF IS AT YOUR OWN RISK. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO ACCESS OR USE (I) SERVICE PROVIDER AND/OR ITS CONTENT, (II) ANY TOOLS OR SERVICES ON SERVICE PROVIDER, (III) ANY CUSTOMER CONTENT ON SERVICE PROVIDER SERVERS, OR OUT OF ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEB SITE, SITE-RELATED SERVICES, PRODUCTS, AND/OR CONTENT CONTAINED WITHIN THE WEB SITE, OR WITH THE EXTENT TO WHICH SUCH WEBSITES ARE "UP" OR ARE AVAILABLE FOR ACCESS BY YOU OR OTHER USERS OF THE INTERNET, IS TO STOP USING SERVICE PROVIDER SERVICE.

#### **WARRANTY LIMITATION**

THE SERVICE PROVIDER AND ITS CONTENT ARE PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER. ALL REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT PARTICULAR LIMITATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. ALL CUSTOMERS ACKNOWLEDGE THAT ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCT AND/OR SERVICE AVAILABLE THROUGH THE SERVICE PROVIDER IS PROVIDED SOLELY BY



THE OWNER, ADVERTISER, OR MANUFACTURER OF THAT PRODUCT AND/OR SERVICE, AND NOT BY THE SERVICE PROVIDER.

**Severability**

If any provision of these Terms should, for any reason, be held invalid or unenforceable in any respect, the remainder of these Terms shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable.

**Waiver Of Jury Trial**

Both you and the Service Provider hereby agree to waive all respective rights to a jury trial of any claim or cause of action related to or arising out of these Terms. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. You and Service Provider each acknowledge that the waiver is a material inducement for each party to enter into a business relationship that each party has already relied on the waiver in entering into these Terms and that each will continue to rely on the waiver in their related future dealings. Each party further warrants and represents that each has had the opportunity to have legal counsel review the waiver. The waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to these Terms. In the event of litigation, these Terms may be filed as written consent to a trial by court.

**Complete Agreement: Governing Law**

This offer and your acceptance of these Terms represents the entire agreement and supersedes any and all other communications, prior, contemporaneous or subsequent, and any course of performance or course of dealing, except as modified by revisions of this posting by the Service Provider or by written agreement by an authorized officer of the Service Provider (provided, however, that any such revised posting shall take effect prospectively from the date of the posting). The Terms shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without reference to its principles of conflicts of law.

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

CLIENT: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Name and Title:

Name and Title:

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_