

RIDGEVIEW, INC.

SERVICE AGREEMENTS

UNIVERSAL TERMS AND CONDITIONS

The following terms and conditions are applicable to, incorporated and included in, and are an integral part of all Ridgeview, Inc. (“**Provider**”) Colocation Services Agreements, licenses and other agreements (collectively, the “**Agreement(s)**”) executed by Provider and a customer, as defined and identified in said Agreement (“**Customer**”), unless otherwise provided in writing by Provider. The Customer, by the execution of an Agreement and/or the use of the Service agrees to be bound by these terms and conditions for the Term that is described in the Agreement. In the event of a conflict between the terms hereof and the terms of any Agreement into which these Universal Terms and Conditions are incorporated, the terms and condition set forth in the Agreement shall supersede and control the relationship of the parties.

- 1. WARRANTY/LIMITATION OF LIABILITY.** PROVIDER MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICES, OR ANY EQUIPMENT, SOFTWARE OR SUPPLIES ACQUIRED FOR CUSTOMER, SERVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY PROVIDER ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE, OR FOR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF ANY CLAIM OR DISPUTE INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS OR DEFECTS IN TRANSMISSION, CONNECTIONS, SERVICES OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE OBLIGATIONS OF PROVIDER PURSUANT TO THE AGREEMENT. In any event, the amount of damages due from PROVIDER to Customer shall never exceed, and shall be limited to, a credit allowance equal to all payments made to the date of the claim, but not to exceed one (1) months’ service fee at current rates. Without limiting the foregoing, PROVIDER shall have no obligation to provide alternative services to those it has agreed to provide pursuant to the Agreement.
- 2. INSURANCE/WAIVER.**

 - a. Provider will carry during the Term, at its own cost and expense, the following insurance: (i) “All Risk” property insurance for replacement cost Provider’s property; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers’ Compensation Insurance as required by law. The coverage afforded by Provider’s commercial general liability insurance shall insure, subject to the standard exclusions and limitations of CGL policies, on an occurrence basis, against all liability of Provider, its employees and agents arising out of or in connection with Services.
 - b. Customer, at Customer’s sole cost and expense, shall procure and maintain (i) “All Risk” property insurance for replacement cost Customer’s property located on Provider’s facilities; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence naming Provider and Licensor, hereafter defined, as additional insureds; and (iii) Workers’ Compensation Insurance as required by law. The coverage afforded by Customer’s commercial general liability insurance shall insure, subject to the standard exclusions and limitations of CGL policies, on an occurrence basis, against all liability of Customer, its employees and agents arising out of or in connection with any

services and Customer's use, occupancy and maintenance of the Provider's property, its licensor, U.S. Internet Corp.'s property ("Licensor") and Customer's property located thereon, if any.

- c. Customer and Provider release each other and their respective principals, employees, representatives, licensors, and agents, from any claims for damage to any person or property caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the extent of any excess thereof over the proceeds of such insurance. Customer and Provider shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Customer nor Provider shall be directly liable to the other for any damage caused by any of the insured risks to the extent of the proceeds payable under any insurance policy required by this Paragraph.

3. INDEMNIFICATION.

- a. Provider agrees to indemnify, defend and hold Customer harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from 'breach of any provision of the Agreement, except to the extent attributable to the negligent or intentional act or omission of Customer, its employees, agents or independent contractors.
- b. Customer agrees to indemnify, defend and hold Provider and Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the negligence, intentional acts, actions or failure to act of Customer or its employees or agents, or Customer's breach of any provision of the Agreement, except to the extent attributable to the negligent or intentional act or omission of Provider, its employees, agents or independent contractors.
- c. Notwithstanding anything to the contrary in this agreement, Provider and Customer each waive any claims that each may have against the other with respect to consequential, incidental, indirect, punitive, or special damages, even if either party has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

4. ENVIRONMENTAL.

- a. Customer and Provider agree to hold harmless and indemnify the other (including Licensor with respect to Customer's obligations herein) from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Provider shall cause each insurance policy obtained by them to provide that the insurance company caused by the other party.
- b. The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

- c. In the event Provider becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Provider's sole determination, renders the condition of the Premises or Property unsuitable for Provider's or Customer's use, or if Provider believes that the licensing or leasing or continued licensing or leasing of the Premises would expose Provider to undue risks of government action, intervention or third-party liability, Provider will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Customer.
 - d. **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.
 - e. **"Environmental Law"** means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.
5. **NOTICES.** All notices to be provided to a party to any Agreement to which these terms & conditions apply and into which they are incorporated shall be provided by personal delivery on an officer, executive or other person designated in writing by the party to which the notice is to be given, by overnight mail, by email or by certified US First Class Certified Mail, return receipt requested to such persons at the address provided therefor in any applicable Agreement, or otherwise provided in writing prior to the required notice. All notices shall be deemed to be delivered upon deposit into the United States Mail, postage prepaid, delivery to an overnight courier, or delivery in person to an adult person, or the date sent by email if sent before 5 p.m. central standard time, at the physical address or email address provided for such notices to the parties in the Agreement or as subsequently changed in writing.
6. **DEFAULT AND RIGHT TO CURE.**
- a. The following will be deemed a default by Provider and a breach of the Agreement: Provider's failure to perform any term or condition within thirty (30) days' of receipt of written notice of said default specifying the alleged conditions of default unless such longer period is required to correct the default and Provider has taken action to correct the same. No such default shall be deemed to exist if Provider has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Provider.
 - b. The following will be deemed a default by Customer: Customer's failure to perform any term, condition or breach of any warranty or covenant under the Agreement within the thirty (30) days' of receipt of written notice of said default. If Customer remains in default beyond any applicable cure period, Provider will have the right to exercise any and all rights available to it under law and equity, including the right to cure Customer's default and to deduct the costs of such cure from any monies due to Customer from Provider.

- c. A Default Notice for the purposes of an Agreement shall consist of written notice delivered to the offending party by the other party setting out in detail a description of the elements of the default.
7. **TERMINATION.** Unless otherwise therein provided and in addition to those reasons provided in the Agreement, all Agreements may be terminated, without penalty or further liability, as follows:
- a. by either party upon written notice, if the other party remains in default under Paragraph 10 hereof, Default and Right to Cure, of this Agreement and the default has not been cured within the applicable cure period;
 - b. by Provider upon written notice to Customer, if Provider or Licensor is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Data Center as now or hereafter intended by Provider; or if Provider determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or that the continued provision of the Services is not commercially viable;
 - c. by Provider as provided under Paragraphs hereof captioned Environmental, Severability, or Condemnation and Casualty of this Universal Terms and Conditions
8. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on thirty (30) business days' prior written notice to the other party hereto.
9. **COMMON CARRIER.** RV and Customer agree that to the extent that RV or Licensor provides any connectivity services, or licenses or provides any software, monitoring, colocation or similar services that the same are solely acting as a common carrier in their capacity of providing such services hereunder, are not a publisher, distributor or editor of any material or information and have no right to edit or censor the material on Customer's equipment, websites, or processed or transmitted by Customer while using any of RV's Services.
10. **CONDEMNATION AND CASUALTY.** In the event that any property licensed to Customer is condemned by governmental action or otherwise damaged or destroyed such that it is no longer serviceable or appropriate for the provision of such services contracted by the Customer' or cannot be made so in a reasonable time, in Provider's sole discretion, Provider may terminate said Agreement upon 15 days written notice to the other party to said Agreement.
11. **MISCELLANEOUS.**
- a. **Amendment.** These Universal Terms and conditions may be amended, modified or revised at any time by RV upon reasonable written notice to Customer. Under no circumstances will any amendment hereof that increases Customer's liability or reduces the level or quality of Service agreed upon by Customer and RV in the original Agreement be binding upon Customer without the prior written consent of Customer.
 - b. **Bind and Benefit.** The terms and conditions contained in the Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
 - c. **Entire Agreement.** The Agreement, the exhibits attached thereto, any applicable Service Specific Standard Terms and Conditions incorporated into the Agreement by reference, and these Universal Terms and Conditions, constitute the entire agreement of the parties hereto regarding the subject matter thereof and will supersede all prior offers, negotiations and agreements with respect to the

subject matter of the Agreement. Provider has made no representations or warranties that are not contained in the Agreement and the Customer hereby waives any claim to the contrary.

- d. **Governing Law.** The Agreement will be governed by the laws of the state of Minnesota, without regard to conflicts of law. The parties agree to submit to the jurisdiction of the courts located in Hennepin County, Minnesota for any dispute arising under the Agreement.
- e. **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- f. **Effectiveness.** These Universal Terms & Conditions shall become effective as a binding Agreement upon all Customers, Users, Licensors and Provider upon the execution of any agreement for Services by said parties and shall remain applicable thereto throughout the term of such agreement for Services.

EXECUTION BY A CUSTOMER OF A LICENSE AGREEMENT, COLOCATION SERVICES AGREEMENT AND/OR AN AGREEMENT FOR SERVICES WITH PROVIDER SHALL CONSTITUTE A CONFIRMATION THAT SAID CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO THESE TERMS AND CONDITIONS WHICH SHALL BE INCORPORATED IN AND CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT.