

## Registration Agreement

Grove Technologies, LLC, doing business as GroveSite (“GroveSite”), owns proprietary GroveSite software and related documentation, and operates the GroveSite Platform (as defined below), related services, and the [www.grovesite.com](http://www.grovesite.com) website. GroveSite licenses its hosted GroveSite Platform to companies, organizations, or individuals under the terms and conditions of this GroveSite Registration Agreement (“Agreement”). By registering for an Account, and by creating any GroveSite-powered website (“GS Website”), you must be authorized by your company or organization to accept these terms on behalf of your employer, or you must be personally bound by the terms of the Agreement. *Your account registration and your use of GroveSite indicate your acceptance of these terms.*

### I. Definitions

- a. “GroveSite Platform” refers to the technology platform of hardware and proprietary software that enables Customers to interactively create, view, and update GS Websites, and to the hosting of GS Websites. The GroveSite Platform also includes the [www.grovesite.com](http://www.grovesite.com) website, all user documentation and related support services.
- b. The “Customer Organization” is the company, organization or individual that registers for a GroveSite Account, and agrees (1) to be bound by the terms of this Agreement and (2) to be responsible for payment of all fees due to GroveSite. In this Agreement, we may also refer to the Customer Organization as “you” or “Customer.” A Customer shall be responsible for the actions of all Enrolled Users, Payers and Organization Administrators (as defined herein).
- c. “GS Websites” refers to the websites that Customers interactively create, operate, and manage through the GroveSite Platform. GS Websites are hosted on GroveSite’s servers.
- d. “High Security” GS Websites are GS Websites for which all transmissions use SSL encryption.
- e. “Administrators” are types of Enrolled Users designated by the Customer to perform administrative functions for their GS Website, such as loading Customer logos and copyright notices, setting default GS Website colors and styles, setting page security levels, and enrolling other Enrolled Users. Administrators may be either “Organization Administrators” or “Site Administrators” within the GroveSite Platform hierarchy of roles.
- f. “Enrolled Users” are individuals enrolled in a GS Website and given roles of Organization Administrator, Site Administrator, Moderator or Participant.
- g. “Content” refers to the information (personally identifiable information about Enrolled Users, text, images, files, discussion postings, and so forth) that Customers post on their GS Websites.

- h. “AUP” refers to GroveSite’s Acceptable Use Policy, which governs Customers’ usage of GS Websites. The AUP is included as Section II below.
    - i. The “Payer” is the Customer employee who receives important communications from GroveSite, selects a billing Usage Plan on behalf of the Customer, and who provides billing information and receives billing statements from GroveSite.
- II. Acceptable Use Policy (AUP). This AUP applies to your use of GS Websites. Each of your Enrolled Users, whether a Customer employee or not, must comply with this AUP in order to help GroveSite ensure the privacy, security and reliability of each GS Website.
  - a. Illegal Use: You and your Enrolled Users may only use the GS Website for lawful purposes. You and your Enrolled Users may not use the GS Website to create, post, store, display, or transmit material that:
    - i. Contains inappropriate, offensive, threatening, abusive, hateful or obscene content
    - ii. Contains pornographic material
    - iii. Violates a patent, trademark, copyright, or trade secret
    - iv. Violates the intellectual property rights of others
    - v. Violates the personal rights or privacy of others
    - vi. Encourages conduct that would constitute a criminal offense or give rise to civil liability
    - vii. Provide any means which may be used or have a purpose to circumvent measures which identify or protect copyrightable works

If Customer becomes aware of any such Illegal Use activities, Customer must immediately notify GroveSite personnel and take appropriate action to stop these activities. GroveSite reserves the right to deny access to Customers or their Enrolled Users for Illegal Use as defined above and, upon notification of any potential Illegal Use, to immediately deactivate any such GS Website.
  - b. Customer Content: You are responsible for all information (such as text, files, images, discussion postings, and Enrolled Users’ personally identifiable information) you place in your GS Website. GroveSite accepts no responsibility for Customer Content, or for the content of third party websites that may be linked to your GS Website. GroveSite is not responsible for screening communications or monitoring the Content on Customer’s sites. GroveSite is not an archival service; you are responsible for keeping a copy of any files or documents you upload.
  - c. Unsolicited Communications: Sending bulk commercial advertising or any other unsolicited communications known as “spam” is prohibited.
  - d. Security: Customer is prohibited from violating, or attempting to violate, the security of the GroveSite Platform. Examples of violations include:
    - i. Attempting to Login to a GS Website that the Customer is not authorized to access
    - ii. Breaching security or authentication measures

- iii. Accessing data not intended for such Customer
  - iv. Attempting to test the vulnerability of the Site
  - v. Attempting to overload the GroveSite Platform by “mailbombing”, “stresstesting”, or other activities that may disrupt service to any user, hosting servers, or network
- Any violations of this AUP Security provision may result in criminal and civil liabilities to the Customer.
- e. Consequences of Unacceptable Use: GroveSite reserves the right to suspend or terminate your GS Website license and deny GS Website access to you and your Enrolled Users upon notice of a violation of this the AUP.
  - f. Indemnity: Customer agrees to indemnify and hold harmless GroveSite, its members, managers, directors, officers, employees and agents from any losses, damages, or expenses resulting from any third party claim or allegation arising out of or relating to any use of the GS Website, including any claim that, if true, would constitute a violation of this policy.
- III. Privacy. GroveSite is committed to ensuring the privacy of our users, as described in our Privacy Policy (posted on [www.grovesite.com](http://www.grovesite.com)). We have adopted leading industry privacy guidelines and are a licensee of the TRUSTe Privacy Program. We will never provide personally identifiable information about any Customer’s Enrolled Users to third parties. We will never send unsolicited communications, known as “spam,” to Customer’s Enrolled Users. We strongly encourage Customer Organizations to adhere to this privacy philosophy with respect to the operation of their GS Website and the personally identifiable information, discussion postings and other Content of their Enrolled Users.
- IV. Your Account
- a. Upon completion of the Registration Process, Customer will have an Organization Account with GroveSite and access to the GroveSite Platform to begin creating and managing your own GS Websites.
  - b. Multiple GS Websites can be created, used, and later expired from a single Organization Account. You do not have to commit to the number of GS Websites you will create, nor their duration; instead you estimate your expected overall usage and select a Usage Plan for billing purposes (see below).
  - c. Every Organization Account must designate an individual as its Payer. The Payer selects a Usage Plan on behalf of the Customer (see below), provides GroveSite with billing information and a credit card number or a purchase order, receives billing statements from GroveSite and agrees to pay all Fees for the Account.
  - d. Every Organization Account must designate an individual as its Organization Administrator. This individual is responsible for creating and expiring Customer’s GS Websites and establishing default settings/logos/copyright notices, and so forth for its GS Websites.

- e. The Payer and Organization Administrator receive important communications from GroveSite, such as any changes to the Agreement, Privacy Policy, Acceptable Use Policy, pricing or new product releases.
  - f. You are responsible for notifying us when information about your Account, Payer or Organization Administrator changes.
- V. Trial GS Websites
- GroveSite may occasionally offer trial GS Websites free of charge for a specified duration. These sites are also subject to this Agreement. GroveSite may terminate a trial GS Website at any time without liability.
- VI. Usage Plans, Fees and Payment Terms
- a. Usage Plan: GroveSite charges the Customer based on various Usage Plans, as seen on [www.grovesite.com](http://www.grovesite.com). The Customer Organization's Payer selects a Usage Plan during the Registration Process; Payer may change their Usage Plan by notifying GroveSite in writing or via email. The change will take effect in the month following the notification date. GroveSite will confirm the change with the Payer.
  - b. Billing period: Billing is based on calendar months, with the Monthly Usage Fees prorated for the month a Customer begins using GroveSite.
  - c. Fees:
    - i. Setup Fee: Customer may be charged a Setup Fee, as described on [www.grovesite.com](http://www.grovesite.com), for registering for a GroveSite account.
    - ii. Monthly Usage Fee: The Monthly Usage Fee associated with the Customer's selected Usage Plan is charged at the beginning of the month following service.
    - iii. Fees for Additional Services: Fees are charged for additional services such as design of custom tables, use of SSL, use of extra file storage, and so forth as seen on [www.grovesite.com](http://www.grovesite.com). Fees are billed to the Customer upon completion of service or at the beginning of the next month.
  - d. Credit Card Payments: Payers that designate a credit card as the payment vehicle for Fees authorize GroveSite to automatically charge all Fees due every month. Payers will be liable for all Fee payments not made by the credit card issuer and will promptly notify GroveSite of any changes to the credit card account number or expiration date of the credit card. This authorization remains in effect until all GS Websites are terminated and all Fees paid in full, or until GroveSite is notified in writing of a change in payment method.
  - e. Purchase Orders: Payers may elect to be billed on a monthly basis against a blanket Purchase Order. Payers then authorize GroveSite to invoice Payer for all Fees due on a monthly basis for the term of the Purchase Order. Payer is responsible for timely full payment of fees invoiced to the Customer, whether or not a Purchase Order has been received by GroveSite.
  - f. Third Party Access Charges: Customer is responsible for any network connection charges to their GS Website.

- g. **Overdue Fees and Nonpayment:** Payers will be given written notice of overdue payments. If payments are not received in full within thirty (30) days of notice of overdue payments, GroveSite may impose late charges equal to 1.5% per month or to the maximum allowed by law. GroveSite may also disable access to GS Websites for Customers with payments overdue for more than 60 days. Payer will be responsible for the reasonable costs of collecting overdue Fees.
  - h. **Fee Changes:** GroveSite reserves the right to change its pricing and fee structure. GroveSite will notify Payer thirty (30) days in advance of any Fee changes and the Date the new Fees will take effect. Customer's access and use of their GS Website(s) after the Date will constitute acceptance of the new Fees.
- VII. **Support:** GroveSite provides a variety of Support for Customers and the Enrolled Users in their GS Websites. These options, and Fees charged for them, are explained on the Support pages within [www.grovesite.com](http://www.grovesite.com). Fees for Support or reasonable changes in Support Hours may be amended by GroveSite at any time, with appropriate email notification sent to Payers and Organization Administrators.
- a. **Training by Phone:** When a Customer initiates an Account, GroveSite Customer Service personnel will provide over-the-phone initial training for Administrators and Moderators during the hours posted on [www.grovesite.com](http://www.grovesite.com). After a reasonable initial period of time, GroveSite expects the Customer's Administrators to train others within their organization.
  - b. **Web-based Help Desk:** All Enrolled Users may access the web-based Help Desk from within any GS Website.
  - c. **On-line Feedback:** All Enrolled Users may send usage questions or report errors by clicking on the Submit Feedback link at the bottom of every GroveSite page. This sends your feedback via email to GroveSite Customer Service and Technical Support personnel, who will email you a response in a timely manner.
  - d. **On-line Forms Help:** Help screens are available for most On-line Forms used to add and edit Content.
  - e. **User Reference Guides:** Usage tips are available at [www.grovesite.com](http://www.grovesite.com) and may be easily downloaded and printed by the Customer.
  - f. **Telephone Customer Service:** Customer Service personnel are available to answer GroveSite's toll-free phone number at the hours posted on [www.grovesite.com](http://www.grovesite.com). Customer Service personnel can assist with general usage, how to post content, training and billing issues.
  - g. **Telephone Technical Support:** Technical Support personnel are available to answer questions by telephone during regular business hours or as posted on [www.grovesite.com](http://www.grovesite.com). Free technical support is provided for difficulties (bugs, errors or other technical problems) with the GroveSite Platform. Other assistance will be charged at \$95 / hour, minimum ½ hour and must be paid in advance.

- VIII. Access License: Access to the GroveSite Platform is licensed, not sold. GroveSite grants you the following non-transferable, non-exclusive, rights and license, subject to all the restrictions in this Agreement, and subject to continued payment of Fees. Such license is terminable as described in the “Term, Termination and Amendments” section of this Agreement. The GroveSite Platform is protected by U.S. and international copyright laws and conventions as well as other intellectual property laws and treaties.
- a. GroveSite Platform Use: Each GS Website created by Customer may be accessed by their Enrolled Users, as defined during the Customer’s GS Website creation process. Anonymous users may also view certain pages of the GS Website, but only if specified by Customer during their GS Website creation process. Enrolled Users may access and use the GS Websites for which they are enrolled, per programmed features for Administrators, Moderators, and Participants, and as defined during the Customer’s GS Website creation process. Use of the GroveSite Platform will be only for your internal business purposes. You may not re-sell, lease, or otherwise provide any part of the GroveSite Platform to any other persons or entities.
  - b. Removal of Enrolled Users or GS Websites: Each Enrolled User should be aware that the ability to fully access a GS Website may be limited by the Customer’s Administrators or Payer at any time. Similarly, each Enrolled User should be aware that the Payer or Organizational Administrator may delete a GS Website at any time.
  - c. Other Restrictions: You may not attempt to reverse engineer, decompile or disassemble the proprietary software in the GroveSite Platform. No part of the GroveSite Platform may be copied or modified in any way except by GroveSite personnel.
  - d. GroveSite Platform Upgrades: The GroveSite Platform may be updated from time to time with the addition of new programmed features or programming to correct errors. If installation of any updates requires action by Customers or their Enrolled Users, reasonable prior notice of such updates will be given to Payers and Organizational Administrators.
  - e. Use of Customer Organization Name: GroveSite reserves the right to issue press releases announcing its new customers, to publish a customer list, and to prepare white papers about how its products are used.
- IX. Limited Warranties
- a. Definitions:
    - i. “Uptime” is defined as all times when the GroveSite Platform is available to be accessed via the Internet
    - ii. “Scheduled Downtime” refers to planned times when the GroveSite Platform is not available. The following Scheduled Downtimes are possible.
      1. Weekly Maintenance Window from 5:00am to 7:00am Saturday morning, Eastern Time (GMT less 5 hours). GroveSite may use this interval to upgrade equipment and software on the GroveSite Platform without prior notice.

2. Extended Maintenance Window. If a substantial upgrade is required, GroveSite will inform all Enrolled Users of the scheduled downtime at least two weeks in advance.
- iii. "Downtime" is defined as all times when the GroveSite Platform is not available on the Internet, with the following exceptions:
  1. Scheduled Downtime as defined above.
  2. A "Force Majeure" event, as conventionally defined. Examples include, but are not limited to, natural disasters, war, civil unrest, or other events over which GroveSite has no control.
- iv. "Availability" is defined as Uptime / (Time – Downtime) and is normally expressed as a percentage.
- b. Service Level Warranty: GroveSite warrants to the Payer of each GS Website that GroveSite will provide at least 99 % Availability during each month. GroveSite makes no warranty for the service level of any third-party websites that Customers may link to their GS Websites, or for the service level of Customer's in-house technology, networks, or third party providers of software or network access. This warranty does not apply to Trial GS Websites, or to Customers who have not complied with this Agreement or who are not current in paying their Fees.
- c. Credit Remedy: If GroveSite is unable to provide Payer with the warranted Uptime level for any calendar month, as documented by Payer, and verified by GroveSite's Technology Support staff, GroveSite agrees to issue a credit against fees payable by Payer in the next billing cycle. Such fees will be equal to 50 % of Payer's Monthly Usage Fee (based on Payer's selected Usage Plan) but will not reduce any other Fees.
- d. Limited Performance Warranty: GroveSite warrants to Payer that Customer's GS Websites will perform substantially as described in GroveSite sales literature and written and on-line Help documentation. Customer agrees to notify GroveSite promptly of any performance problems, such that GroveSite may repair the problem in a reasonable period.

## X. Security

- a. GroveSite will maintain levels of security, consistent with current industry standard security practices, to prevent unauthorized access to your GS Websites. This includes login procedures with ID and passwords and the use of firewalls.
- b. GroveSite servers are located in a secure, class "A" datacenter and monitored 24x7x365. Physically redundant connections to the Internet are used and power backup is provided by gas generator in event of a power failure. Data center engineering personnel are on-site during extended hours.
- c. GroveSite will provide SSL encryption for all transmissions to/from those GS Websites designated by the Customer and its Payer as "High Security" sites.

- d. Customer agrees to use reasonable security technology and procedures, such that Login IDs and passwords are protected, and to provide prompt notification to GroveSite of any known security breaches affecting its GS Websites.
  - e. GroveSite maintains backups of the GroveSite Platform and all Customer Content for the sole purpose of disaster recovery. GroveSite is not responsible for restoration of Customer Content in the event of user error.
  - f. Customer agrees that no network security procedures can prevent all unauthorized access to the GroveSite Platform and Customer's GS Websites, and indemnifies GroveSite and its members, managers, directors, officers, employees and agents from any claims or damages resulting from a security breach.
- XI. General Indemnity
- a. Customer agrees to indemnify and hold harmless GroveSite, its members, managers, directors, officers, employees and agents, from any claim or demand, including reasonable attorney's fees, made by any third party arising out of Customer's Content, use of GroveSite Platform, violation of intellectual property, copyright, privacy rights of others or for other Illegal Use.
- XII. Limitation of Liability
- a. Customer agrees that GroveSite and its suppliers shall not be liable for any damages, including but not limited to, damages for loss of profits, data, or other intangible losses resulting from the inability to use GroveSite, inability to access GS Websites or Content, unauthorized alterations or access to Content, security breaches, or any related disruption of Customer's business.
  - b. In no event shall GroveSite's maximum aggregate liability exceed the amount paid by Customer to GroveSite, to a maximum of six months of Customer's GroveSite Platform usage.
- XIII. Term, Termination, and Amendments to the Agreement
- a. Term: The Term of this Agreement is monthly, unless you sign an explicit agreement for a longer term in order to receive guaranteed pricing or other services over that specified term.
  - b. Termination:
    - i. The Customer's Payer can terminate this Agreement at any time, provided that Customer is not committed by any other explicit agreement with GroveSite to a longer term. Payer will provide written notification of termination of its Account to GroveSite. GroveSite will then disable access to Customer's Account and GS Websites, and will bill Customer for all Fees due. Customer agrees to pay in full all Fees due, including the full Monthly Usage Fee for the month in which the GroveSite Account is terminated.
    - ii. GroveSite may terminate this Agreement if it determines that Customer or any of its Named Users have breached the Acceptable Use Policy of this Agreement, including all the AUP's illegal use and copyright and intellectual property provisions, or if GroveSite



- determines that Customer or any of its Named Users have violated other provisions of this Agreement.
- iii. GroveSite may terminate this Agreement at any time upon sixty (60) days written notice to Customers.
- c. Amendment: The provisions of this Agreement may be reasonably amended by GroveSite from time to time. GroveSite agrees to provide Customer's Payer advance written notice of any amendments, and the date at which those amendments become effective. Customer's use of its GS Websites after that date indicates its acceptance of the amended Agreement. If Customer does not wish to accept the provisions of the amended Agreement, Customer may provide written notice to terminate its Account, without liability to GroveSite, and will not be billed for Fees beyond the date of its termination.

Please direct any questions or comments to:

GroveSite  
Account Management  
3104 E. Camelback Rd. #559  
Phoenix, AZ 85016  
866-952-9880  
602-808-9966 fax

Or send email to [sales@grovesite.com](mailto:sales@grovesite.com)

Effective date: 6/26/04