YDL.net Terms and Conditions

Fixstars Solutions, Inc. (Fixstars Solutions) offers multiple levels of YDL.net: Basic, Enhanced, Pro, OEM, and Media. An Account Holder (the individual whose name is registered in association with the YDL.net username at time of account creation) of one or more of these YDL.net accounts is bound to the following

1 Terms & Conditions:

Fixstars Solutions is not responsible for the content of email sent nor received by YDL.net Account Holders at any level.

While Fixstars Solutions has installed and does maintain anti-spam software on the YDL.net server, Fixstars Solutions does not guarantee any level of spam filtering nor control. Account Holders are fully responsible for spam and/or viruses received.

Account Holders may not use YDL.net as a means of creating, delivering, trafficking, nor transmitting communications, information, nor content that is deemed unlawful under those laws local to the Account Holder or recipient of such content. Fixstars Solutions is not responsible for such communications and will be held harmless should legal action be taken against Account Holder.

While Fixstars Solutions will take all steps appropriate to maintain a stable and fast server(s) to house the offerings provided to YDL.net Account Holders, including but not limited to email, blog, and calendar. Fixstars Solutions is not responsible for lost data nor held liable for expenses invoked by downtime, lost data, or miscommunications due to a slow, instable, or crashed server. Should such an event occur, Fixstars Solutions will work to the best of its ability to recover all data as soon as is possible. Ultimately, it is the responsibility of the Account Holder to maintain a complete backup of all data to a location unique and apart from the YDL.net server(s).

2 YDL.net Basic Accounts

The YDL.net Basic account includes a "life-time" email account.

While it is Fixstars Solutions' intent to provide a quality, professional environment from which Account Holders may send, receive, and archive email, Fixstars Solutions cannot guarantee 100% up-time nor an environment free of defects and bugs in the foundation code nor user interface. Ultimately, it is the responsibility of the Account Holder to back-up any and all data that is deemed important.

"Life-time" refers to the duration of YDL.net as a free service, currently provided under the direction and maintenance of Fixstars Solutions. Should Fixstars Solutions cease to exist as an entity, or determine that YDL.net is no longer a service which it chooses to provide, Fixstars Solutions will a) Do its best to find a suitable entity which may maintain YDL.net in place of Fixstars Solutions, offering similar services at a similar cost to the Account Holder; b) Make this transition as seamless as is possible; and c) Notify all YDL.net account holders of any such

transition. "Life-time" does not refer to the life-span of the Account Holder.

3 YDL.net Enhanced Accounts

The YDL.net Enhanced account is built upon the YDL.net Basic account, including all functions of the Basic account and assuming the entirety of the *YDL.net Basic Agreement* (above). In addition, Enhanced accounts invoke a monthly fee. The offerings of the Enhanced account may be subject to change as deemed appropriate by Fixstars Solutions. Fixstars Solutions may modify the terms, conditions, and offerings of the Enhanced account at its sole discretion given ample notice to the Enhanced Account Holder.

Enhanced accounts are billed six months in advance at the given, current rate. Account Holders may cancel their subscription to any service at any time per the instructions made available to them through the YDL.net interface. If an account is left active, Fixstars Solutions will automatically bill the Account Holder's credit card for an additional six months at the end of the billing cycle. If within 30 days of this automated renewal the Account Holder has not used the YDL.net paid services and desires to terminate those services, he or she may request a five month refund. This will be granted at Fixstars Solutions' sole discretion. If the paid services were used, as determined by an analysis of the server logs, during stated 30 days past billing renewal; or if more than 30 days have passed, Fixstars Solutions may elect to not offer a refund. The decision to offer a refund and the amount is at Fixstars Solutions' sole discretion.

Enhanced accounts provide a private, dedicated server for the individual Enhanced Account Holder. All software provided through YDL.net Enhanced accounts is subject to the End User Licenses associated with each product. To redistribute any software or documentation obtained via an Enhanced account is to inhibit a demonstrable Fixstars Solutions revenue stream. Should an Account Holder distribute software obtained via a Enhanced account in any fashion, Fixstars Solutions reserves the right to immediately and permanently terminate the associated account and take immediate legal action against that individual for the associated historical, present, and projected revenue lost.

4 YDL.net HPC Accounts

The YDL.net HPC account is built upon the YDL.net Basic acccount, including all functions of the Basic account and assuming the entirety of the *YDL.net Basic Agreement* (above). In addition, HPC accounts invoke an annual license. The offerings of the HPC account may be subject to change as deemed appropriate by Fixstars Solutions. Fixstars Solutions may modify the terms, conditions, and offerings of the HPC account at its sole discretion given ample notice to the HPC Account Holder.

HPC accounts are associated with the sale of Y-HPC wherein the YDL.net HPC account remains active for the duration of the Y-HPC End User License.

HPC accounts provide a private, dedicated server for the licensed Y-HPC End User, as defined by the Y-HPC license. At no point in time may the software obtained from YDL.net HPC accounts be redistributed in any fashion, for free nor for resale. To redistribute any

software or documentation obtained via an HPC account is to inhibit a demonstrable Fixstars Solutions revenue stream. Should an Account Holder distribute software obtained via a HPC account in any fashion, Fixstars Solutions reserves the right to immediately and permanently terminate the associated account and take immediate legal action against that individual for the associated historical, present, and projected revenue lost.