

NOTIFYFREE SUBSCRIPTION AGREEMENT

BY REGISTERING AND CLICKING THE BOX INDICATING YOUR ACCEPTANCE, YOU (AS THE “CUSTOMER”) AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” AND “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE NOTIFYFREE.

IF YOU WISH TO SUBSCRIBE TO OUR PREMIUM EDITION, NOTIFYPRO, YOUR SUBSCRIPTION AND ONGOING USE OF NOTIFYPRO WILL BE GOVERNED BY A SEPARATE AGREEMENT.

NotifyFree is designed for and may only be used by pole owners and entities owning equipment or facilities to be attached to poles. All other users are prohibited unless specifically consented to by Us in writing.

You may not subscribe to or access NotifyFree if You are our direct competitor, except with our prior written consent. In addition, You may not access NotifyFree for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

No Subscriber or User of NotifyFree is permitted to use NotifyFree to solicit business for itself or any other person [except through Our authorized advertisement program?]. Any person violating this provision will be prohibited from future use of NotifyFree and be subject to any and all other applicable legal remedies.

This Agreement was last updated on July 12, 2010. It is effective between You and Us as of the date of Your acceptance of this Agreement.

1. DEFINITIONS.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with You. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“NotifyFree” means the services associated with the online, Web-based free version of NotifyFree provided by Us for Your use as described in this Agreement and the User Guide that You can access from NotifyFree.

“Users” mean individuals who are authorized by You to use NotifyFree. Users are limited to Your employees, consultants, contractors and agents solely for the purposes of this Agreement.

“We,” “Us,” “Our” or “Licensor” means Alden Systems, Inc., an Alabama corporation with a principal place of business at 10 Inverness Parkway, Suite 500, Birmingham, Alabama 35242.

“You,” “Your,” “Subscriber” or “Customer” means or refers to you personally or the corporation or other legal entity for which are you accepting this Agreement, and Affiliates of that corporation or entity.

“Your Data” means all electronic data or information submitted by You into NotifyFree or loaded into NotifyFree on Your behalf by Us.

2. PROVISION AND USE OF NOTIFYFREE.

2.1 Provision of NotifyFree. We will make the services associated with NotifyFree available to You pursuant to this Agreement.

2.2 Passwords. We shall provide You the opportunity to create passwords and user identifications to access NotifyFree. You shall maintain the confidentiality of all passwords assigned to You. You may not share passwords with third parties or attempt to access NotifyFree without providing a password assigned to You. If you are a business entity, your employees or agents may register individually and You must appoint a primary joint use contact with whom We can communicate any information or notices relating to this Agreement.

2.3 Your Responsibilities. You are (i) responsible for Your compliance with this Agreement, (ii) responsible for the accuracy, quality, integrity and legality of Your Data, and for the means by which You acquired Your Data, (iii) required to use commercially reasonable efforts to prevent unauthorized access to or use of NotifyFree, and notify Us promptly of any such unauthorized access or use and (iv) required to use NotifyFree in accordance with the User Guide and applicable laws and government regulations. You may not (a) make NotifyFree available to anyone other than Users, (b) sell, resell, rent or lease NotifyFree, (c) use NotifyFree to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use NotifyFree to store or transmit malicious code or malware, or to engage in spamming, phishing or other fraudulent activity, (e) interfere with or disrupt the integrity or performance of NotifyFree or third-party data contained therein, or (f) attempt to gain unauthorized access to NotifyFree or Our systems or networks.

2.4 Customer Data. You are responsible for collecting, inputting and updating all Your Data. You represent and warrant that Your Data does not and will not (a) include anything that infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; (b) contain anything that is obscene, defamatory, harassing, offensive or malicious; or (c) otherwise violate any other right of any third party.

3. NO FEES. NotifyFree is currently provided at no charge. We reserve the right to change our pricing for NotifyFree at any time on 30 days’ notice given in accordance with Section 10 (Notices).

4. SERVICES PROVIDED AND LICENSES.

4.1 Services Provided to You. We grant you a personal, non-transferable, non-exclusive, limited scope license during the term of this Agreement to access via the internet in the ordinary course of Your business the services associated with NotifyFree to communicate and share information with persons or entities regarding joint use of poles.

You shall not (i) create derivative works based on NotifyFree, (ii) copy, frame or mirror any part or content of NotifyFree, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer NotifyFree, or (iv) access NotifyFree in order to build a competitive product or service or to copy any features, functions or graphics of NotifyFree.

4.2 Your License to Us. (a) You grant us a royalty-free, worldwide, transferrable, sublicenseable, irrevocable, perpetual license to use, reproduce, transmit, display and adapt any and all information uploaded or posted by You or persons communicating with you through NotifyFree including, without limitation, the location, ownership and current joint users of poles in Your areas of operations, provided that this license may be used solely for communicating such data to users of Alden's NotifyFree and NotifyPro products and services. In addition, other than as necessary or appropriate in the course of a conversation between You and a person You are communicating with through NotifyFree, You do not grant any license for Us to use, and We may not disclose to any person or use for any purpose, (i) any financial or pricing information; or (ii) any information relating to actual, possible or alleged violations of any applicable laws, regulations or rules with respect to ownership, use, attachments or other matters relating to pole use.

(b) Except as otherwise provided in this Section 4.2(b), You grant us a royalty-free, worldwide, transferrable, sublicenseable, irrevocable, perpetual license to use or incorporate into our services any suggestions, enhancement requests, recommendations or other feedback provided by You relating to the operation of our services and to use Your name, logos and trademarks solely to publicize the business relationship created by this Agreement either on our website or in promotional materials We may develop.

(c) You grant Us the right to send You email correspondence concerning Us and Our products and services, provided that You will be given the opportunity to opt out of receiving any such correspondence. We agree not to sell or otherwise transfer your email contact information to any third parties for any purpose unless required under provisions of applicable law.

5. PROPRIETARY RIGHTS. Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to NotifyFree, including all related intellectual property rights subsisting therein. You have been granted only a license to use the services provided by NotifyFree in accordance with this Agreement. We grant no rights to You hereunder other than as expressly set forth herein.

6. EXCLUSION OF WARRANTIES.

WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO NOTIFYFREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT NOTIFYFREE IS FREE OF ALL DEFECTS AND WE DO NOT REPRESENT OR WARRANT THAT YOUR USE OF NOTIFYFREE WILL MEET YOUR BUSINESS REQUIREMENTS OR THAT YOUR USE OF NOTIFYFREE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

7. LIMITATION OF LIABILITY.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITHOUT LIMITING THE FOREGOING, WE SHALL HAVE NO LIABILITY FOR LOSS OF BUSINESS OPPORTUNITY, PROFITS, REVENUE OR DATA OR FOR INTERRUPTIONS IN SERVICE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. INDEMNITY.

You will indemnify, defend, and hold Us harmless from and against any and all costs, liabilities, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action or proceeding brought by any third party against Us that arises out of or relates to (a) Your breach of any representations, warranties or agreements made by You under this Agreement or (b) Your use of NotifyFree.

9. TERM AND TERMINATION.

9.1 Term. This Agreement commences on the date You accept it and continues until terminated in accordance with Section 9.2 (Termination).

9.2 Termination. You may terminate Your NotifyFree service without cause at any time upon written notice to Us. We may terminate Your NotifyFree service (a) at any time without cause upon 30 days' written notice to You, or (b) immediately on the event of Your material breach of this Agreement. Upon any termination of Your NotifyFree service, this Agreement shall also terminate, subject to Section 9.3 (Surviving Provisions).

9.3 Surviving Provisions. Sections 4.2(a) (Your License to Us), 5 (Proprietary Rights), 6 (Exclusion of Warranties), 10 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

10. NOTICES, GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL.

10.1 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon; (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email. Notices to Us shall be address to the attention of [(name and address) (email address)]. Notices to You shall be addressed to the primary joint use contact designated by You.

10.2 Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Alabama and controlling United States federal law, without regard to their conflicts of laws.

10.3 Venue; Waiver of Jury Trial. The state and federal courts located in Birmingham, Alabama shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11. CHANGE TO TERMS.

We may make changes to this Agreement from time to time. When these changes are made, We will make a new copy of the Agreement available on this web page. You understand and agree that if you use NotifyFree after the date on which this Agreement has changed, Your continued use of NotifyFree will be an acceptance of the updated Agreement.

12. GENERAL PROVISIONS.

12.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.5 Assignment. You may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or

substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.