

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

GOLF CLUBS AWAY LLC, Individually and
On Behalf of a Class of Persons Similarly
Situated,

Plaintiff,

v.

HOSTWAY CORPORATION, HOSTWAY
SERVICES, INC. and VALUEWEB,

Defendants.

Case No. 09-29596-13

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made as of April 28, 2020, by and between: (a) Golf Clubs Away LLC (the “Settlement Class Representative”), on behalf of itself and the Settlement Class (defined below), and (b) Hostway Corporation and Hostway Services, Inc. (“Defendants”) (collectively, the “Parties”). Subject to Court approval, this Agreement fully and finally compromises, settles, and resolves any and all claims that are, were, or could have been asserted in the litigation styled *Golf Clubs Away LLC v. Hostway Corporation, et al.*, Case No. 09-29596-13.

RECITALS

WHEREAS, on May 26, 2009, the Settlement Class Representative commenced this Action (defined below) by filing a complaint alleging violations of Florida’s Deceptive and Unfair Trade Practices Act, breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment.

WHEREAS, on July 27, 2009, Defendants filed and served their Answer to the Complaint, and subsequently amended their Answer on August 13, 2009 and August 4, 2011.

WHEREAS, the depositions of Defendants' Lead Systems Administrator Steven Shepherd (June 17, 2011 and August 21, 2012) and Senior Vice President of Operations Arnold Choi (July 21, 2011), and the Settlement Class Representative's founder and Chief Executive Officer Gary Miller (October 11, 2011) were taken.

WHEREAS, on October 28, 2011, Defendants filed a Notice of Removal, and later, on November 4, 2011, an Amended Notice of Removal in the U.S. District Court for the Southern District of Florida seeking to remove this Action to federal court pursuant to 28 U.S.C. §§ 1332(d), 1441, and 1453.

WHEREAS, on April 19, 2012, U.S. District Judge Robert N. Scola, Jr., granted the Settlement Class Representative's motion for remand and remanded the Action back to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida ("the Court").

WHEREAS, on June 28, 2012, following a status conference with the Parties, the Honorable Robert A. Rosenberg entered an Order setting an August 27, 2012 deadline for the completion of class certification discovery.

WHEREAS, on October 31, 2012, the Settlement Class Representative filed a Motion for Class Certification; on December 17, 2012, Defendants filed their memorandum of law in opposition to the Motion for Class Certification; and on August 20, 2013, an evidentiary hearing on the Settlement Class Representative's Motion for Class Certification was held before the Honorable William W. Haury, Jr.

WHEREAS, on January 30, 2013, Defendants filed their Motion for Summary Judgment; on October 24, 2013, the Settlement Class Representative filed its opposition to Defendants' Motion for Summary Judgment; on October 30, 2013, oral argument was held before Judge Haury on Defendants' Motion for Summary Judgment; and on November 13 and 20, 2013, the Parties submitted supplemental briefing at Judge Haury's request.

WHEREAS, on March 18, 2015, the Parties engaged in a settlement mediation in New York at JAMS before retired U.S. District Judge John C. Lifland, which mediation was unsuccessful.

WHEREAS, on May 14, 2015, Judge Haury entered an Order granting partial summary judgment for Defendants on the Settlement Class Representative's breach of contract claim, but denying the motion with respect to all remaining claims.

WHEREAS, on July 7, 2015, Judge Haury entered an Order Granting Class Certification, appointing the Settlement Class Representative's counsel as class counsel ("Class Counsel") and certifying the following class (the "Class"):

All customers who directly or indirectly subscribed to Defendants' email services, including email services provided by Defendants' predecessors, affiliates, subsidiaries and/or parents, and whose email accounts utilized Hostway's shared servers located in Florida that were "blacklisted" at any time from November 1, 2008, through and including March 31, 2009.

WHEREAS, on July 22, 2015, Defendants appealed the Order Granting Class Certification; on October 20, 2015, the appeal was fully briefed and submitted to the Fourth District Court of Appeal; and on April 6, 2016, the Fourth District Court of Appeal denied Defendants' appeal of the Order Granting Class Certification.

WHEREAS, on February 4, 2016, Judge Haury issued an Order amending the Order Granting Class Certification to require Defendants to disseminate a Notice of Pendency of Class

Action to Class Members (defined below), and in February 2016, Defendants disseminated a Notice of Pendency of Class Action to 17,299 potential Class Members.

WHEREAS, the parties thereafter engaged in various merits discovery.

WHEREAS, on March 6, 2018, during the course of such discovery, Class Counsel took the deposition of Defendants' Director of Support Operations Joshua Valouche.

WHEREAS, on May 18, 2018, Defendants notified the Court that they had determined that "apparently due to a vendor processing error or a vendor platform error, the vendor may not have sent, in February 2016, the Notice of Pendency of Class Action to as many as 3,829 Hostway customers."

WHEREAS, the Parties continued to engage in discovery and discussions concerning the composition of the Class.

WHEREAS, on November 1, 2018, Defendants filed a Motion for Issuance of a Supplemental Class Notice, requesting authorization to send a Supplemental Notice of Pendency of Class Action to 11,792 potential Class Members who were not sent the Court's original Notice, and to 1,938 additional e-mail addresses located by Defendants for potential Class Members who were sent the original Notice.

WHEREAS, on November 6, 2018, the Honorable Michael A. Robinson entered an Agreed Order granting the Motion for Issuance of a Supplemental Class Notice, and on December 6, 2018, Defendants filed a Notice of Compliance with that Order.

WHEREAS, on December 18, 2018, the Parties engaged in a mediation before retired Circuit Court Judge Jeffrey E. Streitfeld and thereafter continued to negotiate the terms of the Settlement with the aid and input of Judge Streitfeld.

WHEREAS, the Parties have agreed to settle the Action on the terms and conditions of this Agreement. The Parties agree that this Agreement is a compromise of disputed claims, and that the terms and conditions of this Agreement are not to be construed as an admission of liability by any Party. Each Party deems execution of this Agreement to be in its own best interests in order to avoid the expense, inconvenience and distraction of further litigation.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements described herein and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 “Action” means *Golf Clubs Away LLC v. Hostway Corporation, et al.*, Case No. 09-29596-13 pending before this Court.

1.2 “Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, processing claims, determining the eligibility of any Person to be a Settlement Class Member, and administering, calculating and distributing the Net Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.3 “Affiliates” means current and former directors, officers, employees, counsel, consultants, agents, insurers, related entities, subsidiaries, parents, predecessors and successors.

1.4 “Agreement” or “Settlement Agreement” means this Settlement Agreement including all exhibits.

1.6 “Class Counsel” means Wolf Haldenstein Adler Freeman & Herz LLP and Saxena White P.A.

1.7 “Class Period” means November 1, 2008, through March 31, 2009, inclusive.

1.8 “Court” means the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida.

1.9 “Defendants” mean Hostway Corporation and Hostway Services, Inc., also referred to herein as “Hostway.”

1.10 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 13.

1.11 “Entity” means any corporation, partnership, limited liability company, association, trust or other organization of any type.

1.12 “Escrow Account” means the account described in Section 3.

1.13 “Final Approval Order and Judgment” means an order and judgment entered by the Court at or after the Final Fairness Hearing, which finally approves the Settlement and dismisses Defendants with prejudice and without material change to the Parties’ agreed-upon proposed final approval order and judgment attached hereto as Exhibit B.

1.14 “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy and reasonableness of the Settlement pursuant to Florida Rule of Civil Procedure 1.220, and whether to enter the Final Approval Order and Judgment.

1.15 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for Taxes and Tax-Related Expenses as described in Section 3.

1.16 “Notice” means the Notice of Class Action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form attached hereto as Exhibit C.

1.17 “Notice Date” means the first date on which Notice is disseminated to Settlement Class Members, but not later than forty-five (45) days after entry of the Preliminary Approval Order.

1.18 “Paid User” means a Settlement Class Member that paid Hostway a subscription fee for e-mail services for any portion of the Class Period.

1.19 “Paid User Claim Form” means the form attached hereto as Exhibit D.

1.20 “Parties” means the Settlement Class Representative, on behalf of itself and the Settlement Class, and Defendants.

1.21 “Person” means an individual or legal entity, or its successors or assigns.

1.22 “Plaintiff” means the Settlement Class Representative, Golf Clubs Away LLC.

1.23 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement, including, but not limited to the forms and procedure for providing the Notice to the Settlement Class, establishes a procedure for Settlement Class Members to object to or opt-out of the Settlement and sets a date for the Final Fairness Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as Exhibit A.

1.24 “Released Claim” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fee and cost, action or cause of action, of every kind or description – whether known or unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, legal, statutory or equitable – related to or arising from any of the facts alleged in the Action.

1.25 “Service Award” means compensation awarded and to be paid to the Settlement Class Representative in recognition of its role in the Action, as set forth in Section 10.

1.26 “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.27 “Settlement Administrator” means Epiq. Class Counsel and Defendants may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.28 “Settlement Class” means all customers who directly or indirectly subscribed to Defendants’ e-mail services, including e-mail services provided by Defendants’ predecessors, affiliates, subsidiaries and/or parents, and whose e-mail accounts utilized Hostway’s shared servers located in Florida that were “blacklisted” at any time from November 1, 2008, through and including March 31, 2009. Excluded from the Settlement Class are Defendants, their officers, directors, employees, subsidiaries, divisions, units and affiliates. Also excluded from the Settlement Class are all Persons who timely and validly request or requested exclusion from the Settlement Class.

1.29 “Settlement Class Member” and “Class Member” means a member of the Settlement Class.

1.30 “Settlement Class Representative” means Golf Clubs Away LLC.

1.31 “Settlement Fund” means the sum of two hundred fifty thousand dollars (\$250,000), and any interest on or other income or gains earned while such amount is held in the Escrow Account.

1.32 “Settlement Website” means a website to be established and maintained by the Settlement Administrator to provide information about the Settlement and to permit the submission of claims. At a minimum, the following information shall be posted on the Settlement Website: A copy of the Complaint; this Settlement Agreement; Plaintiff’s Motion for Preliminary Approval of Class Action Settlement; the Notice; Claim Forms; and after filing, Plaintiff’s Motion for Attorneys’ Fees, Expenses and Service Award, and Plaintiff’s Motion for Final Approval.

1.33 “Taxes and Tax-Related Expenses” means: (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants or their counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Escrow Account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.34 “Unknown Claims” means any and all Released Claims that any Defendant or the Settlement Class Representative or a Settlement Class Member does not know or suspect to exist

in his, her or its favor as of the Effective Date and which, if known by him, her or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Defendants, the Settlement Class Representative and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1.35 “Unpaid User” means a Settlement Class Member that did not pay Hostway a subscription fee for e-mail services for any portion of the Class Period.

1.36 “Unpaid User Claim Form” means the form attached hereto as Exhibit E. The Paid User Claim Form and the Unpaid User Claim Form are referred to herein collectively as a “Claim Form.”

1.37 “Voucher” means a voucher from Hostway, expiring ninety (90) days from the Effective Date: (i) for a Settlement Class Member that is a current Hostway customer to receive a waiver of a \$15.00 set-up fee for up to five e-mail addresses for one account, if the customer elects to upgrade its e-mail service to Hostway’s “Microsoft 365 Business Basic” plan (formerly “Office 365 Business Essentials” plan), and to then pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); and (ii) for a Settlement Class Member who is not a current Hostway customer to receive a waiver of a \$15.00 set-up fee for up to five e-mail addresses for one account, if the

customer elects to subscribe to Hostway's "Microsoft 365 Business Basic" plan, and to then pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account).

2. BUSINESS PRACTICES

2.1 Hostway shall maintain a help desk committed to aiding customers with their e-mail services, including, but not limited to, non-receipt of incoming e-mail and non-delivery of outgoing e-mail for a period of at least two years from the Effective Date.

2.2 Hostway will make available online to all customers (whether the customers are Class Members or not), for a period of at least two years from the Effective Date, a password tutorial to educate them regarding the importance of password strength and the recommendation that customers and end users should change passwords at regular intervals to prevent infiltration of an e-mail account by a third party.

3. SETTLEMENT FUND

3.1 Defendants agree to segregate the sum of two hundred fifty thousand United States Dollars (\$250,000) within twenty (20) calendar days after the parties enter into this Settlement Agreement and to deposit that sum into the Escrow Account within ten (10) calendar days after the Court enters the Final Approval Order and Judgment.

3.2 The Settlement Fund shall be the sole source of monetary funds for the relief referenced below and shall be used by the Settlement Administrator to pay for:

- (a) Paid User claims for eligible Settlement Class Members who elect the monetary option described in Section 4.
- (b) the Taxes and Tax-Related Expenses described in Sections 1.33 and 3.9.

3.3 The Escrow Account shall be an account established at a financial institution selected by Class Counsel and, pursuant to Section 3.8, shall be maintained as a court-approved qualified settlement fund pursuant to Treasury Regulation § 1.468B-1.

3.4 No amounts shall be withdrawn from the Escrow Account unless: (i) expressly authorized by this Agreement; or (ii) approved by the Court.

3.5 The Settlement Administrator, subject to such supervision and direction of the Court or Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to the Settlement Class Members pursuant to this Agreement.

3.6 The Settlement Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Settlement Fund and amounts paid under the Settlement.

3.7 All funds held in the Escrow Account relating to the Settlement shall be deemed to be in the custody of the Court until such times as the funds shall be disbursed to Settlement Class Members or otherwise disbursed pursuant to this Agreement and/or further order of the Court.

3.8 The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as an

Escrow Account from the earliest date possible, and agree to any relation-back election required to treat the Settlement Fund as an Escrow Account from the earliest date possible.

3.9 All Taxes and Tax-Related Expenses relating to the Settlement Fund shall be paid out of the Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

3.10 The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.

3.11 The Settlement Class Representative and each Settlement Class Member shall be solely responsible for the federal, state and local tax consequences to him, her or it for the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.12 Defendants and their counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the determination, administration or payment of any claims asserted against the Settlement Fund; (iv) any fluctuations in the value of the Settlement Fund; or (v) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any tax returns. Defendants also shall have no

obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

3.13 The Settlement Class Representative and Class Counsel shall not have any liability whatsoever with respect to: (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the determination, administration, or payment of any claims asserted against the Settlement Fund; (iv) any fluctuations in the value of the Settlement Fund; or (v) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any tax returns.

3.14. Any money remaining in the Settlement Fund after payment of Paid User claims and Taxes and Tax-Related Expenses pursuant to Section 3.2 above will be returned to Hostway within 10 (ten) calendar days of the final payment by the Settlement Administrator.

4. PAID USER COMPENSATION

4.1 To be eligible to receive compensation, a Paid User must complete and properly submit a Paid User Claim Form postmarked or submitted electronically no later than ninety (90) calendar days from the Notice Date or such other time as specified by the Court in its Preliminary Approval Order. Therein, the Paid User must elect to receive either: (i) a payment of \$9.95, or (ii) a Voucher.

4.2 The Settlement Administrator shall verify that each Person who submits a Paid User Claim Form is a Paid User. No Paid User may have more than one valid Claim Form. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Settlement Administrator. With respect to such ambiguities or deficiencies, the Settlement Administrator

shall first ask the Paid User to cure the ambiguity or deficiency and in doing so, may use its discretion to determine the most efficient and effective means of communicating with the Paid User, whether by e-mail, telephone or mail. Disputes with respect to any Claim Form shall be resolved by the Settlement Administrator.

4.3 Pursuant to Section 9 below, the Settlement Administrator shall provide each Paid User, who submits a valid Paid User Claim Form selecting to receive a payment of \$9.95, a payment of \$9.95 within 45 days of the Effective Date, subject to potential reduction under Section 4.4. In the event that following the submission and payment of all valid claims, as detailed in this Agreement, residual funds remain in the Settlement Fund, then the residual procedures in Section 6 will be invoked. The Settlement Fund described in Section 3 shall be the sole source of monetary funds for the relief set forth in this Section 4.

4.4 To the extent the amounts required to pay Paid User claims exceed the amount of the Settlement Fund, the cash payments provided in Section 4 shall be apportioned on a pro rata basis. The Settlement Fund described in Section 3 shall be the sole source of monetary funds for the relief set forth in this Section 4.

4.5 Pursuant to Section 9 below, each Paid User who completes and submits a valid Paid User Claim Form invoking the option to receive a Voucher, shall be provided such a Voucher within 45 days of the Effective Date, and shall not receive a cash payment of \$9.95.

5. UNPAID USER COMPENSATION

5.1 To be eligible to receive compensation, an Unpaid User must complete and properly submit an Unpaid User Claim Form postmarked or submitted electronically no later than ninety (90) calendar days from the Notice Date or such other time as specified by the Court in its Preliminary Approval Order.

5.2 The Settlement Administrator shall verify that each Person who submits an Unpaid User Claim Form is an Unpaid User. No Unpaid User may have more than one valid Claim Form. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Settlement Administrator. With respect to such ambiguities or deficiencies, the Settlement Administrator shall first ask the Unpaid User to cure the ambiguity or deficiency and in doing so, may use its discretion to determine the most efficient and effective means of communicating with the Unpaid User, whether by e-mail, telephone or mail. Disputes with respect to any Claim Form shall be resolved by the Settlement Administrator.

5.3 Pursuant to Section 9 below, each Unpaid User, who completes and submits a valid Unpaid User Claim Form, shall be provided a Voucher within 45 days of the Effective Date.

6. RESIDUE OF SETTLEMENT FUND

6.1 Any residual funds remaining in the Settlement Fund after payment of Paid User claims and Taxes and Tax-Related Expenses pursuant to Section 3.2 above will be returned to Hostway within 10 (ten) calendar days of the final payment by the Settlement Administrator.

7. PRELIMINARY APPROVAL

7.1 By April 29, 2020, the Settlement Class Representative and Class Counsel will file a motion for preliminary approval of the Settlement with the Court.

7.2 Class Counsel shall apply to the Court for entry of the Preliminary Approval Order attached hereto as Exhibit A. The Preliminary Approval Order shall include approval of the form of Notice provided to Settlement Class Members.

8. CLASS NOTICE, OPT-OUTS AND OBJECTIONS

8.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

8.2 The Settlement Administrator is responsible for distributing and disseminating the Notice in accordance with the Preliminary Approval Order.

8.3 The Parties shall provide the Settlement Administrator with the names and last known e-mail addresses of the Settlement Class Members in the Parties' possession no later than five (5) business days after the date on which the Court enters the Preliminary Approval Order. To the extent that Hostway has available names or other identifying information about the Settlement Class Members, but not their e-mail addresses, those names and other identifying information shall also be provided to the Settlement Administrator within five (5) business days after the date on which the Court enters the Preliminary Approval Order for use by the Settlement Administrator in verifying the identity of Settlement Class Members to whom e-mailed notice is not sent, but who respond to either the publication notice or the Settlement Website.

8.4 The Notice shall set forth the procedure for Settlement Class Members to opt-out and exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing, by First-Class Mail or electronic submission, such that the request for exclusion is postmarked or submitted electronically no later than 90 calendar days after the Notice Date. Each written request for exclusion must be signed and state (a) the name, address, and telephone number of the Person requesting exclusion; and (b) that the Person wishes to be excluded from the Settlement Class. A request for exclusion can only request exclusion for that one Person.

8.5 Settlement Class Members that previously opted out in connection with either the Notice of Pendency of Class Action issued on or around February 10, 2016 or the Supplemental Notice of Pendency of Class Action issued on or around November 16, 2018, will be afforded the opportunity to opt back into the Settlement with the completion and submission of a Claim

Form. If no Claim Form is submitted by a Person that previously opted out, then its original decision to opt-out will control. If a Settlement Class Member that previously opted out completes a Claim Form, such prior opt out notice shall be deemed null and void and the Settlement Class Member shall be treated as a member of the Settlement Class for all purposes of the Settlement.

8.6 The Notice shall explain the procedure for Settlement Class Members to object to or comment on the Settlement by submitting written objections or comments to the Court no later than ninety (90) calendar days after the Notice Date. The written objection or comment must include the name and case number of this lawsuit; the Settlement Class Member's full name and mailing address, and e-mail address or telephone number; the personal signature of the Settlement Class Member or the name, address and signature of the Settlement Class Member's counsel; an explanation why the Settlement Class Member believes he/she/it is a Settlement Class Member; all reasons for the objection or comment; a statement identifying the number of class action settlements objected to or commented on by the Settlement Class Member since January 1, 2016; a statement indicating whether the Settlement Class Member intends to appear and/or personally testify at the Final Fairness Hearing, either in-person or through counsel, and if through counsel, identifying counsel by name, address and telephone number. In addition to the foregoing, no person or entity (other than the Parties and their counsel) may be heard at the Final Fairness Hearing, and no papers, briefs, pleadings, or other documents submitted by any person or entity shall be considered by the Court unless, not later than 90 calendar days after the Notice Date, such person or entity files with the Court and serves upon each of the counsel listed below: (a) a written objection or comment in accordance with the requirements of the preceding sentence; (b) a statement why he, she or it desires to appear and to be heard at the Final Fairness

Hearing; and (c) all documents and writings which he, she, or it wants the Court to consider. The Notice will also state that any Settlement Class Member who does not file a timely and adequate notice of intent in accordance with this Section 8.6 shall waive the right to object or be heard at the Final Fairness Hearing.

8.7 Defendants shall post information about the Settlement in the “Legal Notices” section of their website. The following information shall be accessible from the “Legal Notices” section of Defendants’ website: the Notice; this Settlement Agreement; Claim Forms; and a redirect link to the Settlement Website.

8.8 Class Counsel shall post information about the Settlement to their websites including: the Notice, this Settlement Agreement; Claim Forms; and a redirect link to the Settlement Website. Any press release by Class Counsel announcing this Settlement shall first be approved by Defendants, which approval shall not be unreasonably withheld provided that the press release is limited to a brief summary of the fact and terms of the Settlement.

9. DUTIES OF SETTLEMENT ADMINISTRATOR

9.1 The Settlement Administrator shall perform the functions specified in this Agreement and its Exhibits, including, but not limited to: overseeing administration of the Settlement Fund; providing the Notice to Settlement Class Members via e-mail and publication; establishing and operating the Settlement Website; and administering the claims processes according to the processes and criteria set forth herein.

9.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:

- (a) obtaining from Defendants, pursuant to Section 8.3, the names and last known e-mail addresses of Settlement Class Members for the purpose of sending

e-mail Notice to Settlement Class Members, and obtaining updated e-mail addresses for Settlement Class Members;

(b) verifying, pursuant to Sections 4.2 and 5.2, that each Person who submits a Paid User Claim Form is a Paid User, and that each Person who submits an Unpaid User Claim Form is an Unpaid User;

(c) distributing the Notice;

(d) establishing and maintaining a post office box for mailed requests for exclusion from the Settlement Class;

(e) establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit claims electronically;

(f) responding to any mailed or e-mailed Settlement Class Member inquiries;

(g) mailing to Settlement Class Members, upon request, paper copies of the Notice or Claim Forms;

(h) processing all written requests for exclusion from the Settlement Class;

(i) providing a final report to Class Counsel and Defendants' counsel no later than ten (10) days after the deadline for Settlement Class Members to exclude themselves from the Settlement, that summarizes the number of written requests for exclusion received by the Settlement Administrator, and other pertinent information as requested by Class Counsel and Defendants' counsel;

(j) in advance of the Final Fairness Hearing, preparing affidavits to submit to the Court that: (i) attest to dissemination of the Notice in accordance with the Preliminary Approval Order; (ii) identify each Settlement Class Member who timely and properly submitted a written request for exclusion from the Settlement

Class; and (iii) attest to the review and determination of the validity of all claims submitted by Settlement Class Members, pursuant to the criteria set forth in Sections 4 and 5;

(k) pursuant to Sections 4 and 5 hereto, within the later of forty-five (45) days after the Effective Date, provide a Voucher or cash payment, either electronically or by U.S. or International Mail, to Settlement Class Members;

(l) providing weekly reports and a final report to Class Counsel and Defendants' counsel that summarize the number and amount of claims since the prior reporting period, the total number and amount of claims received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendants' counsel;

(m) paying all Taxes and Tax-Related Expenses, if any; and

(n) performing any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and Defendants' counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with Section 4 and that Vouchers have been distributed in accordance with Sections 4 and 5.

9.3 All reasonable Administrative Expenses incurred by the Settlement Administrator shall be borne by and paid separately by Hostway and shall not be taken from the Settlement Fund. Such Administrative Expenses shall be itemized by the Settlement Administrator. All Administrative Expenses will not exceed the sum of seventy-five thousand dollars (\$75,000).

10. SERVICE AWARD

10.1 The Parties agree that the Settlement Class Representative and Class Counsel may seek a Service Award to the Settlement Class Representative not to exceed four thousand dollars (\$4,000). Any request for such an award must be filed at least 10 days before the deadline for filing objections to the Settlement.

10.2 Hostway shall pay any Service Award approved by the Court to the Settlement Class Representative from funds provided by Hostway separate and apart from the Settlement Fund. Such Service Award shall be paid in an amount approved by the Court within 10 days of the Effective Date.

10.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

11. ATTORNEYS' FEES, COSTS AND EXPENSES

11.1 The parties agree that Class Counsel may seek an award of attorneys' fees, costs and expenses to be paid by Defendants separate and apart from the Settlement Fund, in a total amount not to exceed three hundred fifty thousand dollars (\$350,000), exclusive of the Administrative Expenses. Defendants will not oppose such an application. The motion shall be filed at least 10 days before the deadline for filing objections to the Settlement. All costs and expenses shall conform to the Florida Statewide Uniform Guidelines for Taxation of Costs in Civil Actions. The Parties negotiated the amount of these requested fees, costs and expenses, subject to Court approval, with the assistance of retired Circuit Court Judge Jeffrey E. Streitfeld

(the “Mediator”) and only after the Parties had reached agreement on the other terms of the Settlement. The request for fees, costs and expenses shall encompass all work performed, and all costs and expenses incurred, by Class Counsel in connection with the Action.

11.2 Hostway shall pay the attorneys’ fees, costs and expenses awarded by the Court to Class Counsel from funds provided by Hostway separate and apart from the Settlement Fund. Such attorneys’ fees, costs and expenses shall be paid in the amount approved by the Court within 10 days of the Effective Date.

12. MUTUAL RELEASES

12.1 As of the Effective Date, all Settlement Class Members, and their respective past, present and future predecessors, successors and assigns, absolutely and unconditionally release and discharge Defendants, and their respective affiliates, parents, subsidiaries, officers, directors, shareholders, partners, members, agents, employees and former employees, attorneys, representatives, predecessors, successors and assigns from any and all claims that arise out of and/or directly relate to the facts and claims alleged in the Complaint, including any claims arising out of or that relate in any way to the institution, prosecution, defense or settlement of the claims against Defendants (the “Released Claims”); provided, however, that this paragraph 12.1 shall not be considered or construed to release, affect or in any way concern Defendants’ rights, duties and obligations under Sections 2 (“Business Practices”), 3 (“Settlement Fund”), 4 (“Paid User Compensation”), 5 (“Unpaid User Compensation”), 6 (“Residue of Settlement Fund”), 10 (“Service Award”) and 11 (“Attorneys’ Fees, Costs and Expenses”) of this Agreement.

12.2 As of the Effective Date, Defendants, and their respective past, present and future predecessors, successors and assigns, absolutely and unconditionally release and discharge the Settlement Class Representative, each and all of the Settlement Class Members, Class Counsel,

and their respective affiliates, parents, subsidiaries, officers, directors, shareholders, partners, members, agents, employees and former employees, attorneys, representatives, predecessors, successors and assigns from any and all Released Claims; provided, however, that this paragraph 12.2 shall not be considered or construed to release, affect or in any way concern the Settlement Class Representative's, the Settlement Class Members', and Class Counsel's rights, duties and obligations under Sections 2 ("Business Practices"), 3 ("Settlement Fund"), 4 ("Paid User Compensation"), 5 ("Unpaid User Compensation"), 6 ("Residue of Settlement Fund"), 10 ("Service Award") and 11 ("Attorneys' Fees, Costs and Expenses") of this Agreement.

12.3 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts, and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon on its own judgment, belief and knowledge and that each Party does not rely on inducements, promises or representations made by anyone other than those embodied herein.

12.4 Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of the Agreement.

13. EFFECTIVE DATE AND TERMINATION

13.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

- (a) Defendants' counsel and Class Counsel execute this Agreement;

(b) the Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached hereto as Exhibit A;

(c) notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

(d) the Court enters the Final Approval Order and Judgment, without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment attached hereto as Exhibit B; and

(e) the Final Approval Order and Judgment has become final because (i) the time for appeal, petition, motion for rehearing or other review has expired; or (ii) if any appeal, petition, motion for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, motion for rehearing or other review is pending, and the time for further appeals, petitions, motions for rehearing or other review has expired.

13.2 If the Settlement is not approved by the Court or the Effective Date of the Settlement fails to occur for any reason whatsoever, the Settlement (including any modification thereof) and any actions taken or to be taken in connection therewith (including the Preliminary Approval Order and any judgment entered on the Action) shall be terminated and shall become null and void and of no further force and effect, and neither the Settlement, nor any provision contained herein, nor any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission or offered or received as evidence at any proceeding in this

Action or in any other action or proceeding, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of December 18, 2018.

13.3 If prior to Court entry of the Final Approval Order and Judgment, Persons who otherwise would be Settlement Class Members have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, aggregate to a number greater than the amount specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), then Defendants shall have, in their sole and absolute discretion the option to terminate the Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (the “Supplemental Termination Option”). The Supplemental Agreement shall not be filed with the Court unless and until a dispute arises among the Parties concerning its interpretation or application.

14. REPRESENTATIONS

14.1 Each Party represents that (i) such Party has full legal rights, power and authority to enter into and perform this Agreement, subject to Court approval, (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party, (iii) this Agreement constitutes a valid, binding and enforceable agreement, and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

15. NOTICE

15.1 All notices to Class Counsel provided for in this Agreement shall be sent by e-mail and First Class Mail to the following:

Patrick Donovan, Esq.
WOLF HALDENSTEIN ADLER

FREEMAN & HERZ LLP
270 Madison Avenue
New York, New York 10016
Donovan@whafh.com

With a copy to:

Adam D. Warden, Esq.
SAXENA WHITE P.A.
7777 Glades Road
Suite 300
Boca Raton, Florida 33434
AWarden@saxenawhite.com

15.2 All notices to Defendants or counsel for Defendants provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Fredric A. Cohen, Esq.
CHENG COHEN LLC
363 West Erie Street
Suite 500
Chicago, Illinois 60654
Fredric.cohen@chengcohen.com

With a copy to:

Richard S. Davis, Esq.
FOLEY & LARDNER LLP
One Biscayne Tower
2 South Biscayne Boulevard
Suite 1900
Miami, Florida 33131
RDavis@foley.com

15.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

EPIQ
P.O. Box 5110
Portland, OR 97208-5110
Jonathan.Stein@epiqglobal.com

15.4 The notice recipients and addresses designated in this Section may be changed by written notice.

16. MISCELLANEOUS PROVISIONS

16.1 Further Steps and Best Efforts: The Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Agreement and to undertake any required steps to effectuate the purposes and intent of this Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary in order to reach the Effective Date, and to do so as quickly and efficiently as practicable.

16.2 Representation by Counsel: The Settlement Class Representative and Defendants represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

16.3 Contractual Agreement: The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

16.4 Integration: This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

16.5 Communications with Settlement Class Members: Hostway reserves the right to continue any and all ordinary-course-of-business communications with Settlement Class

Members. Should it become evident in the course of any such communication with Hostway that a Settlement Class Member is inquiring regarding the Settlement memorialized in this Agreement (other than with respect to the terms, use or implementation of a Voucher), Hostway shall refer the inquiry to Class Counsel.

16.6 Communications Regarding the Action: The Parties agree to limit their public statements concerning the Action, the Agreement, and/or the parties' compliance therewith to making statements that do not undermine approval of the Settlement. As provided in paragraph 8.8 above, any press release by Class Counsel announcing this Settlement shall first be approved by Defendants, which approval shall not be unreasonably withheld provided that the press release is limited to a brief summary of the fact and terms of the settlement.

16.7 Authorization to Enter Agreement: The Parties warrant and represent they are authorized to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Settlement Class Representative further warrants and represents that he has not designated, hypothecated, transferred, or otherwise granted any interest in the Released Claims to any other person or entity. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement embodied in this Agreement, the Parties shall mediate the disagreement before the Mediator. The Parties shall not seek the Court's intervention until they have exhausted the mediation process.

16.8 No Additional Persons with Financial Interest: Hostway shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel including any potential objectors or counsel representing a Settlement Class Member, other than what is expressly provided for in this Agreement.

16.9 Drafting: The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties.

16.10 Waiver of Objections by the Settlement Class Representative: The Settlement Class Representative agrees not to object to any of the terms of this Agreement.

16.11 Modification or Amendment: This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Persons who executed this Agreement, the Parties represented by such Persons, or their successors-in-interest.

16.12 Waiver: The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of its rights or remedies for any breach of this Agreement by any other Party shall not be deemed a waiver of such Party's rights or remedies for any other prior or subsequent breach of this Agreement.

16.13 Severability: Should any part, term or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may

modify any such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

16.14 Successors: This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors or assigns of the Parties thereto.

16.15 Survival: The Parties agree that the terms set forth in this Agreement shall survive the execution of this Agreement.

16.16 Governing Law: All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

16.17 Interpretation:

- (a) Definitions apply to the singular and plural forms of each term defined.
- (b) Definitions apply to the masculine, feminine and neuter genders of each term defined.
- (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

16.18 No Precedential Value: The Parties agree and acknowledge that this Agreement carries no precedential value.

16.19 Fair & Reasonable: Each Party believes that this Agreement is a fair and reasonable compromise of the disputed claims, is in that Party’s best interest, and has arrived at this Agreement as a result of extensive arms-length negotiations.

16.20 Retention of Jurisdiction: The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

16.21 Headings: Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings will be disregarded.

16.22 Exhibits: The Exhibits to this Agreement (“Exhibits”) are expressly incorporated by reference and made part of the terms and conditions set forth herein.

16.23 Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16.24 Facsimile and Electronic Mail: Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

16.25 No Assignment: Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

16.26 Non-Disparagement: The Settlement Class Representative, Class Counsel, Defendants and Defendants’ counsel agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputations or practices of the Parties and their respective counsel; the conduct of the Parties and their respective counsel concerning all Released Claims; as well as the litigation of this Action, the Settlement, this Agreement, and any discussions, interactions or negotiations of the Settlement by the Parties and their counsel.

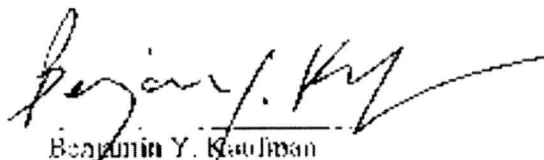
The Settlement Class Representative, Defendants and their respective counsel may issue press releases in connection with the filing of the motion for preliminary approval of this Settlement. Any such press release shall first be approved by each of the Parties, which approval shall not be unreasonably withheld provided that the press release is limited to a brief summary of the fact and terms of the settlement.

16.27 Compliance with Ethical Obligations: The Settlement Class Representative, Class Counsel, Defendants and Defendants' counsel agree that, throughout the course of the Action, the Parties and their counsel complied with the applicable ethical rules and obligations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: April 28, 2020

**CO-CLASS COUNSEL ON BEHALF
OF THE SETTLEMENT CLASS**

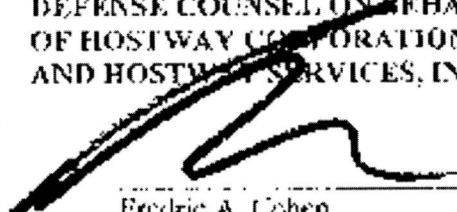


Benjamin Y. Kaufman
Kaufman@wfaafl.com
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FREEMAN & HERZ LLP
270 Madison Avenue
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(212) 545-4600 Telephone

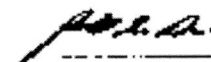


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awarden@saxenawhite.com
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7777 Glades Road
Suite 300
Boca Raton, FL 33434
(561) 394-3399 Telephone

**DEFENSE COUNSEL ON BEHALF
OF HOSTWAY CORPORATION AND
AND HOSTWAY SERVICES, INC.**



Fredric A. Cohen
Fredric.cohen@cbengcohen.com
CHENG COHEN LLC
365 West Erie Street
Suite 500
Chicago, IL 60654
(312) 243-1701 Telephone



Richard S. Davis
RDavis@foley.com
FOLEY & LARDNER LLP
One Biscayne Tower
2 South Biscayne Boulevard
Suite 1900
Miami, FL 33131
305-482-8414 Telephone

EXHIBIT A

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

GOLF CLUBS AWAY LLC, Individually and
On Behalf of a Class of Persons Similarly
Situated,

Plaintiff,

v.

HOSTWAY CORPORATION, HOSTWAY
SERVICES, INC. and VALUEWEB,

Defendants.

Case No. 09-29596-13

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE TO THE CLASS**

The Parties,¹ having applied for an order seeking preliminary approval of a settlement of the above-captioned action, directing notice to the proposed Settlement Class and approval of the form and manner of notice to be provided, and a determination of other matters in connection with the Court's consideration of the proposed settlement of the Action (the "Settlement"), in accordance with the Settlement Agreement and Release entered into by the Parties, dated April 28, 2020 (the "Agreement");

NOW, upon consent of the Parties, after review and consideration of the Agreement filed with the Court and the Exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court preliminarily approves the Settlement, as embodied in the Agreement, including all Exhibits thereto, and preliminarily finds that the Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant Notice to the Settlement Class Members and to schedule a fairness hearing, at which time the Court will hear

¹ Capitalized terms (other than proper nouns) that are not defined herein shall have the meanings set forth in the Agreement (as defined herein).

any objections (subject to the procedures described below) and consider whether to give final approval to the Settlement.

2. By Order dated July 7, 2015, pursuant to Florida Rules of Civil Procedure 1.220(a) and (b)(3), the Court found that the requirements for class certification were satisfied and certified the following Class (now, the Settlement Class):

All customers who directly or indirectly subscribed to Defendants' e-mail services, including e-mail services provided by Defendants' predecessors, affiliates, subsidiaries and/or parents, and whose e-mail accounts utilized Hostway's shared servers located in Florida that were "blacklisted" at any time from November 1, 2008, through and including March 31, 2009.

The Court also found that Plaintiff's claims are maintainable on behalf of the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(d)(1). The Court appointed Plaintiff as Class Representative and Wolf Haldenstein Adler Freeman & Herz LLP and Saxena White P.A. as Co-Lead Counsel for the Settlement Class. Excluded from the Settlement Class are those persons who have opted out of the Settlement Class pursuant to the procedure set forth in Section 14 of this Preliminary Approval Order, and those persons who previously opted out of the Class. Also excluded from the Settlement Class are Defendants, their officers, directors, employees, subsidiaries, divisions, units and affiliates.

3. A hearing (the "Final Fairness Hearing") shall be held on _____, 2020 at ____ a.m./p.m. before the Honorable Michael A. Robinson of the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, 201 S.E. 6th Street, Room WW14150, Fort Lauderdale, Florida 33301 to:

(a) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class Members;

(b) determine whether the Court should approve the proposed Settlement terms as fair, reasonable, and adequate;

(c) determine whether judgment should be entered pursuant to the Agreement, *inter alia*, dismissing the Action and the Released Claims as to the Parties, releasing the Released Claims, and barring and enjoining prosecution of any and all Released Claims;

(d) consider the application of Class Counsel for an award of attorneys' fees, costs and expenses;

(e) consider the Settlement Class Representative's request for a Service Award;

(f) hear any properly made objections to the Settlement or any of its terms, to Class Counsel's application for an award of attorney's fees, costs and expenses, or to the Settlement Class Representative's request for a Service Award; and

(g) hear and determine any other matters relating to the proposed Settlement.

4. The Court reserves the right to adjourn the Final Fairness Hearing or any part thereof, including the consideration of the application for attorneys' fees, costs and expenses, without further notice of any kind other than oral announcement at the Final Fairness Hearing or any adjournment thereof.

5. The Court reserves the right to approve the Settlement at or after the Final Fairness Hearing with such modifications as may be consented to by the Parties to the Agreement and without further notice to the Settlement Class.

6. The Court appoints the firm of Epiq as Settlement Administrator to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

7. The Court approves, in form and content, the Notice of Class Action Settlement, substantially in the form attached hereto as Exhibit A (the "Notice") and the Paid User Claim Form and Release Acknowledgment and the Unpaid User Claim Form and Release Acknowledgment ("Claim Forms"), substantially in the forms attached hereto as Exhibits B and C, and finds that the distribution of the Notice and the Claim Forms, as set forth in paragraph 9 below, will fully satisfy the requirements of Florida Rule of Civil Procedure 1.220, due process and applicable law, is the best notice practicable, and shall constitute due and sufficient notice of

the Settlement and the Final Fairness Hearing and all other matters referred to in the Notice to all persons entitled to receive such notice. The Settlement Class Representative or the Settlement Administrator shall, no later than ten (10) calendar days before the Final Fairness Hearing, file with the Court proof, by affidavit or declaration, of such distribution of the Notice and the Claim Forms.

8. Not later than five (5) business days following entry of this Order, the Parties shall, at their expense, cause a list of names and last known e-mail addresses of the Settlement Class Members to be delivered to the Settlement Administrator.

9. Within forty-five (45) calendar days following entry of this Order (the “Notice Date”), the Settlement Administrator shall: (i) publish a copy of the Notice on *PRNewsWire*; (ii) cause a copy of the Notice and the Claim Forms to be e-mailed to all potential Settlement Class Members who can be identified with reasonable effort, at their last known e-mail addresses appearing in the records maintained by or on behalf of Hostway; and (iii) establish the Settlement Website and post a copy of the Notice and the Claim Forms on the Settlement Website. The Settlement Administrator shall use reasonable efforts to give notice to such potential Settlement Class Members by making additional copies of the Notice and the Claim Forms available to any potential Settlement Class Members who, prior to the Final Fairness Hearing, request the same.

10. All members of the Settlement Class (except Persons who request exclusion pursuant to paragraph 14 below and satisfy the terms thereof) shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class, including, but not limited to, the releases provided for therein, and regardless of whether such Persons seek to participate in the Settlement by any means, including, without limitation, by submitting a Claim Form or any similar document, by seeking Paid User Compensation, or by seeking Unpaid User Compensation.

11. Settlement Class Members who wish to participate in the Settlement shall complete and submit a Paid User Claim Form or an Unpaid User Claim Form in accordance with

the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked or submitted electronically no later than ninety (90) calendar days from the Notice Date. Any Settlement Class Member who does not submit a Claim Form within the time provided shall be barred from sharing in the distribution of the benefits to the Settlement Class described in the Agreement, unless otherwise ordered by the Court, but shall nevertheless be bound by any final judgment entered by the Court.

12. Each Claim Form submitted by a Settlement Class Member must satisfy the following conditions, unless otherwise ordered by the Court: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (ii) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included in the Claim Form; and (iii) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

13. Any Settlement Class Member may enter an appearance in the Action at his, her, or its own expense, individually or through counsel of its own choice. If a Settlement Class Member does not enter an appearance, it will be represented by Class Counsel.

14. Any Person falling within the definition of the Settlement Class may, upon request, be excluded from or “opt-out” of the Class. Any such Person must submit to the Settlement Administrator a request for exclusion (“Request for Exclusion”) by First-Class Mail or electronic submission, such that the request for exclusion is postmarked or submitted electronically no later than 90 calendar days after the Notice Date. A Request for Exclusion must be signed and state (a) the name, address, and telephone number of the Person requesting exclusion; and (b) that the Person wishes to be excluded from the Class. A request for exclusion can only request exclusion for that one Person. All Persons who submit valid and timely exclusion requests in the manner set forth in this paragraph shall have no rights under the Settlement, shall not share in the distribution of the relief to the Settlement Class, and shall not

be bound by the Settlement or any final judgment; provided, however, that if a Person submits both a Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid.

15. The Settlement Administrator shall provide to the Parties' counsel copies of all requests for exclusion, and any written revocation of requests for exclusion, as expeditiously as possible and in any event not fewer than 100 calendar days after the Notice Date.

16. Any Settlement Class Member who objects to, or wishes to comment on, the proposed Settlement must file written objections or comments with the Court no later than 90 calendar days after the Notice Date. The written objection or comment must include the name and case number of this lawsuit; the Settlement Class Member's full name and mailing address, and e-mail address or telephone number; the personal signature of the Settlement Class Member or the name, address and signature of the Settlement Class Member's counsel; an explanation why the Settlement Class Member believes he/she/it is a Settlement Class Member; all reasons for the objection or comment; a statement identifying the number of class action settlements objected to or commented on by the Settlement Class Member since January 1, 2016; a statement indicating whether the Settlement Class Member intends to appear and/or personally testify at the Final Fairness Hearing, either in-person or through counsel, and if through counsel, identifying counsel by name, address and telephone number.

17. Any Settlement Class Member who properly objects to or comments on the proposed Settlement, the Service Award, or the application for attorneys' fees, costs and expenses pursuant to the preceding paragraph may appear at the Final Fairness Hearing in person or through counsel to show cause why the Settlement, the Service Award, or the application for attorneys' fees, costs and expenses should not be approved, or otherwise to be heard concerning the Settlement. No person or entity (other than the Parties and their counsel) may be heard at the Final Fairness Hearing, and no papers, briefs, pleadings, or other documents submitted by any person or entity shall be considered by the Court unless, not later than 90 calendar days after the Notice Date, such person or entity files with the Court and serves upon each of the counsel listed

below: (a) a written objection or comment in accordance with the requirements of the preceding paragraph; (b) a statement why he, she or it desires to appear and to be heard at the Final Fairness Hearing; and (c) all documents and writings which he, she, or it wants the Court to consider.

18. The papers required by the two preceding paragraphs must be (a) filed with the Court at the following address and (b) served by hand delivery, by e-mail, by U.S. mail or by overnight delivery service on the following counsel of record not later than 90 calendar days after the Notice Date. If served by U.S. mail, the transmittal must be postmarked no later than that date.

To the Court:
Clerk of the Court
CIRCUIT COURT FOR THE
17TH JUDICIAL CIRCUIT IN
AND FOR BROWARD
COUNTY, FLORIDA
201 S.E. 6th Street
Fort Lauderdale, FL 33301

To Class Counsel:
WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP
Mark C. Rifkin
Benjamin Y. Kaufman
Patrick Donovan
270 Madison Avenue
New York, NY 10016

SAXENA WHITE P.A.
Adam D. Warden
7777 Glades Road
Suite 300
Boca Raton, FL 33434

To Defendants' Counsel:
CHENG COHEN LLC
Fredric A. Cohen
363 West Erie Street
Suite 500
Chicago, IL 60654

FOLEY & LARDNER LLP
Richard S. Davis
One Biscayne Tower
2 South Biscayne Boulevard
Suite 1900
Miami, FL 33131

19. Any Settlement Class Member who fails to make his, her, or its objection(s) in the manner provided herein shall be deemed to have waived such objection(s) (including any right of appeal) and shall be forever barred from making any such objection(s), including, without limitation, any objection(s) to the fairness or adequacy of the proposed Settlement, the Service Award, or the application for attorneys' fees, costs and expenses, unless otherwise ordered by the Court.

20. All papers in support of the Settlement, and any application by Class Counsel for attorneys' fees, costs, and expenses, and any application for a Service Award shall be filed and served no later than ten (10) calendar days before the deadline for filing objections to the Settlement. Any responsive papers shall be filed and served no later than seven (7) calendar days prior to the Final Fairness Hearing.

21. At or after the Final Fairness Hearing, the Court shall determine whether the Settlement, a Service Award, and any application for attorneys' fees, costs and expenses should be approved.

22. Reasonable Administrative Expenses incurred in notifying Settlement Class Members as well as in administering the proposed Settlement shall be paid as set forth in the Agreement, subject to the limit stated in the Agreement for such Administrative Expenses.

23. All proceedings in this Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. All Settlement Class Members are preliminarily enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action or claim for relief asserting or relating to any of the Released Claims.

24. If prior to Court entry of the Final Approval Order and Judgment, Persons who otherwise would be Settlement Class Members have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of this Order and the Notice given pursuant thereto, and aggregate to a number greater than the amount specified in a separate Supplemental Agreement between the Parties, then Defendants shall have, in their sole and

absolute discretion, the option to terminate the Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement. The Supplemental Agreement shall not be filed with the Court unless and until a dispute arises among the Parties concerning its interpretation or application.

25. If the Settlement is not approved by the Court or the Effective Date of the Settlement fails to occur for any reason whatsoever, the Settlement (including any modification thereof) and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become null and void and of no further force and effect, and neither the Settlement, nor any provision contained therein, nor any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission or offered or received as evidence at any proceeding in this Action or in any other action or proceeding, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of December 18, 2018.

26. In any event, neither the Agreement, nor any provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith, shall be construed as, or deemed to be evidence of, an admission or concession on the part of any of the Parties, Settlement Class Members, or any other person or entity of any liability or absence of liability as to any claim alleged or asserted in the Action or otherwise, and shall not be offered or received in evidence in any action or proceeding (except in an action or proceeding to enforce the terms and conditions of the Settlement or judgment), or be used in any way as an admission, concession, or evidence of the existence or absence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiff or the Settlement Class Members have or have not suffered any damage.

27. If the Settlement provided for in the Agreement shall be approved by the Court following the Final Fairness Hearing, a Final Approval Order and Judgment shall be entered substantially in the form attached as Exhibit B to the Agreement.

28. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

29. The Court retains exclusive jurisdiction over this Action to consider all further matters arising out of or connected with the proposed Settlement.

DONE AND ORDERED ON _____, 2020 in Fort Lauderdale, Broward County, Florida.

HON. MICHAEL A. ROBINSON

JUDGE, CIRCUIT COURT FOR THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

EXHIBIT A
TO THE PRELIMINARY APPROVAL
ORDER

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

GOLF CLUBS AWAY LLC, Individually and On
Behalf of a Class of Persons Similarly Situated,

Plaintiff,

v.

HOSTWAY CORPORATION, HOSTWAY
SERVICES, INC. and VALUEWEB,

Defendants.

Case No. 09-29596-13

NOTICE OF CLASS ACTION SETTLEMENT

**This is a Court-approved Legal Notice. This is not an advertisement.
Important Information – Please Read This Entire Notice Carefully**

To Members of the following Class (the “Class”): Customers who directly or indirectly subscribed to e-mail services provided by Hostway Corporation and/or Hostway Services, Inc. (“Hostway” or “Defendants”), including e-mail services provided by Defendants’ predecessors, affiliates, subsidiaries and/or parents, and whose e-mail accounts utilized Hostway’s shared servers located in Florida that were “blacklisted” at any time from November 1, 2008, through and including March 31, 2009 (“Settlement Class Members”).

You are receiving this Notice of Class Action Settlement (“Notice”) because the Settlement Administrator has identified you as a potential Settlement Class Member based on internal Hostway documentation. A class action settlement has been proposed in this lawsuit. The lawsuit concerns alleged damages to Settlement Class Members arising from the blacklisting of certain of Hostway’s shared servers located in Florida from November 1, 2008 through March 31, 2009 (the “Class Period”). Pursuant to a proposed Settlement (the “Settlement”), Settlement Class Members may receive a Settlement benefit identified herein.

Settlement Class Members May Submit Their Claims Now

If you received this Notice from the Settlement Administrator and paid any of the Defendants for e-mail services during the Class Period, you are a “Paid User” and entitled to elect one of the following Settlement benefits: (1) a check in the amount of \$9.95 from Hostway; or (2) a voucher from Hostway for waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or (if you do not have an existing e-mail service with Hostway) if you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data

Please read this Notice carefully.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.hostwaysettlement.com or call 855-917-3476.

migration from an existing account) (the “Voucher”). The Voucher will expire ninety (90) days from the Effective Date of the Settlement. You must choose your Settlement benefit when you submit your Paid User Claim Form.

If you received this Notice from the Settlement Administrator, if you subscribed to e-mail services provided by Hostway during the Class Period, and if you did not pay any of the Defendants for those e-mail services, you are an “Unpaid User” and are entitled to elect receipt of a Voucher as your Settlement benefit. You must claim this Settlement benefit when you submit your Unpaid User Claim Form.

Under the parties’ Settlement Agreement, Hostway has also agreed to implement certain business practices designed to provide additional benefits to its customers going forward. In addition, Hostway has agreed to coordinate with the Settlement Administrator with respect to distribution of Settlement benefits to Settlement Class Members; pay for the costs of the settlement administration; pay court-approved attorneys’ fees, costs and expenses to the named Plaintiff’s counsel; and pay a service award to the named Plaintiff (the “Settlement Class Representative”). In exchange, Settlement Class Members will release any and all claims they have against Defendants and their affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit as described in detail below.

If approved, the proposed Settlement will resolve this lawsuit, now pending before The Honorable Michael A. Robinson in the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida (the “Court”). The Court must decide whether to finally approve the Settlement. No payments or Vouchers will be sent until the Settlement becomes final and not subject to appeal. The class action settlement approval process will take at least several months to complete.

If you believe you are a Settlement Class Member, but did not receive this Notice from the Settlement Administrator directly, please contact the Settlement Administrator at 855-917-3476 or by visiting www.hostwaysettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

The purpose of this Notice is to advise you of the proposed Settlement and how it may affect your rights. You must decide whether to submit a claim, ask to be excluded from the Class before the Court enters judgment, or do nothing and receive no benefit from the Settlement. You have to decide this before _____, 2020. Your options regarding this lawsuit are as follows:

FILE A CLAIM	<p>You must make a claim in order to receive any Settlement benefit. If you are a Paid User, you may submit your claim and elect your remedy via the Paid User Claim Form. If you are an Unpaid User, you may submit your claim via the Unpaid User Claim Form.</p> <p>For more detailed information regarding how to file a claim, see www.hostwaysettlement.com.</p>	Deadline:
EXCLUDE YOURSELF FROM THIS SETTLEMENT	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you</p>	Deadline:

	<p>want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain any rights to sue Hostway for any claims related to the blacklisting that occurred during the Class Period.</p> <p>If you exclude yourself, you will not be eligible to receive any Settlement benefit.</p>	
OBJECT TO OR COMMENT ON THE SETTLEMENT	<p>You may object to the Settlement by writing to the Court explaining why you do not believe the Settlement should be approved. You can also write to the Court to provide comments or reasons why you support the Settlement.</p> <p>For detailed information on how to object to or comment on the Settlement, see www.hostwaysettlement.com.</p>	Deadline:
DO NOTHING	<p>By doing nothing, you will remain a member of the Settlement Class, but you will not be entitled to any Settlement benefit. However, if the Court approves the Settlement and enters judgment, you will surrender any rights to sue Defendants and their affiliates for all claims that arise out of and/or directly relate to the facts and claims alleged in the lawsuit.</p>	Deadline:

QUESTIONS AND ANSWERS REGARDING THE PROPOSED SETTLEMENT

BACKGROUND INFORMATION

1. Why is there a notice?

The Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation and the general terms of the proposed Settlement, and what they may mean to you. This Notice also explains the ways you may participate in or exclude yourself from the Settlement.

2. What is this lawsuit about?

During the Class Period, certain e-mail service providers blacklisted or stopped accepting e-mail from certain of Hostway's shared servers in Florida. When a server was blacklisted, a Class Member's e-mail service may have been interrupted and as a result, the Class Member's account(s) may have been prevented from sending or receiving e-mail without notice of such failure.

The lawsuit was brought on behalf of Hostway customers, who directly or indirectly subscribed to Hostway's e-mail services, and whose e-mail accounts utilized Hostway's shared servers located in Florida that were "blacklisted" at any time during the Class Period. The Plaintiff claims that Hostway violated the Florida Deceptive and Unfair Trade Practices Act, breached the covenant of good faith and fair dealing, and unjustly enriched itself. Hostway denies any wrongdoing. No Court or other entity has made any judgment or determination of any wrongdoing or that the law has been violated. The Complaint filed in this Action is available at www.hostwaysettlement.com.

3. Who are the Defendants in this lawsuit?

The Defendants are Hostway Corporation and Hostway Services, Inc. ValueWeb was a trade name for certain products offered by Hostway during the Class Period.

4. Why is this a Class Action?

Even if you have not filed your own lawsuit against Hostway regarding the blacklisting, you can obtain the benefits provided by this Settlement because the litigation is proceeding as a class action.

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, Plaintiff has served as the "Settlement Class Representative," representing not only its own interests, but the interests of all Settlement Class Members, as well. Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by Defendants' alleged conduct.

5. Why is there a Settlement?

A Settlement avoids the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides have agreed to the Settlement. Plaintiff and the attorneys for the Settlement Class Members ("Class Counsel") believe that the Settlement is fair and in the best interests of the Settlement Class Members.

SETTLEMENT CLASS MEMBERSHIP

6. How do I know if I am a part of the Settlement?

You are a Settlement Class Member and are affected by this Settlement if:

- You subscribed to Hostway's e-mail services, and your e-mail account utilized Hostway's shared servers located in Florida that were "blacklisted" at any time during the Class Period.

However, the following entities and individuals are not Settlement Class Members:

- The Defendants, their officers, directors, employees, subsidiaries, divisions, units and affiliates.

- Any individual or entity which timely and validly opts-out of the Settlement Class, or who previously has timely and validly opted-out of the Class.

If you received this Notice from the Settlement Administrator, you were identified as a potential Settlement Class Member based on internal Hostway documentation.

If you did not receive this Notice from the Settlement Administrator, but believe that you are a Settlement Class Member, you may go to the Settlement website at www.hostwaysettlement.com, call the Settlement toll-free number at 855-917-3476, or e-mail claims@hostwaysettlement.com to ask the Settlement Administrator to help advise you whether or not you are a Settlement Class Member.

7. Do I have a lawyer in this case?

Yes. The Court appointed Wolf Haldenstein Adler Freeman & Herz LLP and Saxena White P.A. as “Class Counsel” to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will Class Counsel be paid?

The Parties agree that Class Counsel may seek an award of attorneys’ fees, costs and expenses to be paid by Defendants separate and apart from the Settlement Fund, in a total amount not to exceed three hundred fifty thousand dollars (\$350,000). Defendants will not oppose such an application. The motion shall be filed at least 10 days before the deadline for filing objections to the Settlement. All costs and expenses shall conform to the Florida Statewide Uniform Guidelines for Taxation of Costs in Civil Actions. The Parties negotiated the amount of these requested fees, costs and expenses, subject to Court approval, with the assistance of retired Circuit Court Judge and mediator Jeffrey E. Streitfeld and only after the Parties had reached agreement on the other terms of the Settlement. The request for fees, costs and expenses shall encompass all work performed, and all costs and expenses incurred, by Class Counsel in connection with the Action. Hostway shall pay the attorneys’ fees, costs and expenses awarded by the Court to Class Counsel from funds provided by Hostway separate and apart from the Settlement Fund.

Class Counsel also will ask the Court to approve a Service Award of up to \$4,000 to compensate the Settlement Class Representative. The Settlement Class Representative has been required to respond to discovery, had its deposition taken and attended a settlement mediation. Defendants have agreed not to oppose this request.

Class Counsel’s application for attorneys’ fees, costs and expenses and the Service Award will be made available on the Settlement Website at www.hostwaysettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, via telephone at 855-917-3476 or e-mail at claims@hostwaysettlement.com.

BENEFITS FOR SETTLEMENT CLASS MEMBERS

9. What benefits does the Settlement provide?

This Settlement provides the following benefit to Paid Users: the option to receive either (1) a payment in the amount of \$9.95 or (2) a Voucher.

This Settlement provides the following benefit to Unpaid Users: a Voucher.

Additionally, this Settlement also requires Hostway to implement certain business practices designed to provide additional benefits to its customers going forward.

10. Will the Settlement help protect me and other Hostway users from future interruption of e-mail services?

This Settlement provides that Hostway will maintain a help desk committed to aiding customers with their e-mail services, including, but not limited to, non-receipt of incoming e-mail and non-delivery of outgoing e-mail for a period of at least two years from the Effective Date of the Settlement.

Additionally, Hostway will make available online to all customers (whether the customers are Class Members or not), for a period of at least two years from the Effective Date of the Settlement, a password tutorial to educate them regarding the importance of password strength and the recommendation that customers and end users should change passwords at regular intervals to prevent infiltration of an e-mail account by a third party.

HOW TO FILE A CLAIM

11. How do I file a claim as a Paid User?

If you are a Paid User, to obtain a Settlement benefit as a Paid User, you must complete the Paid User Claim Form available at www.hostwaysettlement.com and elect to receive either: (1) a payment in the amount of \$9.95 or (2) a Voucher. You may choose one remedy or the other, not both.

The deadline to submit a completed Paid User Claim Form is _____, 2020. Instructions for completing the Paid User Claim Form are included on the form.

12. How do I file a claim as an Unpaid User?

If you are an Unpaid User, to obtain a Voucher as an Unpaid User, you must complete the Unpaid User Claim Form available at www.hostwaysettlement.com.

The deadline to submit a completed Unpaid User Claim Form is _____, 2020. Instructions for completing the Unpaid User Claim Form are included on the form.

13. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for payment, the Settlement Administrator will mail you a check for the amount of \$9.95 to the mailing address that you provide in the Paid User Claim Form.

If you make a valid claim for a Voucher, the Settlement Administrator will send you information on how to access this Voucher.

14. What happens if my contact information changes after I submit a claim?

If, after you submit a Claim Form, you change your mailing address or e-mail address, it is your responsibility to inform the Settlement Administrator of your updated information. Notify the Settlement Administrator of any changes to your mailing address or your e-mail address by contacting the Settlement Administrator via e-mail claims@hostwaysettlement.com, visiting the Contact Us section of the Settlement Website (www.hostwaysettlement.com) or via telephone at 855-917-3476.

15. What happens if some of the money from this Settlement is not claimed?

Any money remaining in the Settlement Fund after payment of Paid User claims, and any Taxes and Tax-Related Expenses related to the Settlement Fund, will be returned to Hostway within 10 days of the final payment of such monies by the Settlement Administrator.

LEGAL RIGHTS RESOLVED THROUGH SETTLEMENT

16. What am I surrendering to stay in the Settlement Class?

If you make a claim, or if you do nothing, you will be releasing all of your legal claims against Defendants and their affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting, during the Class Period. By releasing your legal claims, you are surrendering any right to file lawsuits against, or seek further compensation from, the Defendants and their affiliates for any harm related to the blacklisting, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails during the Class Period – whether or not you are currently aware of those claims. Unless you exclude yourself from the Settlement, all of the orders and decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and all accompanying Court orders, and that you cannot bring a lawsuit, or be part of another lawsuit against Defendants or their affiliates, relating to the blacklisting, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails during the Class Period.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement are set forth in Section 12 of the Settlement Agreement. If you have any questions or concerns about the release, you should access the Settlement Agreement and read the specific details of the legal claims being released at the Settlement Website (www.hostwaysettlement.com). You may also contact the Settlement Administrator with questions.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

17. How do I tell the Court that I like or dislike the Settlement?

If you do not exclude yourself, you can comment on or object to the Settlement, Class Counsel’s request for attorneys’ fees, costs and expenses, and/or the request for a Service Award to the Settlement Class Representative.

Filing an objection means asking the Court to deny approval of the Settlement. You cannot ask the Court to order a larger settlement – the Court can only approve or deny the Settlement. If the Court denies approval, no benefit will be provided to Settlement Class Members and the lawsuit will continue. If you want that to happen, you may so state in the objection. If you choose to make an objection or comment, it must be in writing and contain the following:

- The name and case number of this lawsuit;
- Your full name and mailing address, and e-mail address or telephone number;
- Your personal signature or the name, address and signature of your counsel;
- An explanation why you believe you are a Settlement Class Member;
- All reasons for your objection or comment;

- A statement identifying the number of class action settlements you have objected to or commented on since January 1, 2016; and
- Whether you intend to appear and/or personally testify at the Final Fairness Hearing either in-person or through counsel, and if through counsel, identifying counsel by name, address and telephone number;

If you or your counsel wish to appear and be heard at the Final Fairness Hearing, you must file:

- A written objection or comment, as required above;
- A statement why you desire to appear and to be heard at the Final Fairness Hearing; and
- All documents and writings you want the Court to consider.

For any objections or comments to be considered by the Court, or for you to be heard at the Final Fairness Hearing, the above materials must be: (1) filed with the Clerk of the Circuit Court at the address below; and (ii) served on the following counsel by hand delivery, by e-mail, by U.S. mail or by overnight delivery service, on or before _____, 2020. If served by U.S. mail, the transmittal must be postmarked no later than that date.

THE COURT	THE PARTIES' COUNSEL
CLERK OF THE COURT Circuit Court for the 17 th Judicial Circuit in and for Broward County, Florida 201 S.E. 6th Street Fort Lauderdale, FL 33301	WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Mark C. Rifkin Benjamin Y. Kaufman Patrick Donovan 270 Madison Avenue New York, NY 10016 SAXENA WHITE P.A. Adam D. Warden 7777 Glades Road Suite 300 Boca Raton, FL 33434 CHENG COHEN LLC Fredric A. Cohen 363 West Erie Street Suite 500 Chicago, IL 60654 FOLEY & LARDNER LLP Richard S. Davis One Biscayne Tower 2 South Biscayne Boulevard Suite 1900 Miami, FL 33131

18. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any part of the Settlement because the case no longer affects you.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at ____ on _____, 2020 in Courtroom #WW14150 of the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida, 201 SE 6th Street, Fort Lauderdale, FL 33301. Please check the Settlement Website (www.hostwaysettlement.com) for any updates about the Settlement or the Final Fairness Hearing. If the date, time or location of the Final Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear. The Court may also consider Class Counsel's application for attorneys' fees, costs and expenses and for the Service Award. At or after the hearing, the Court will determine whether to approve the Settlement.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court has. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as your written objection was submitted in a timely manner, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. You may speak at the Final Fairness Hearing if you: (a) timely served your written comment or objection pursuant to Section 17 above; and (b) identified in your comment or objection whether you intend to appear at the Final Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

22. How do I exclude myself from the Settlement?

If you want to maintain any right to sue or continue to sue Defendants and other persons or entities based on the claims the Settlement resolves, you must take steps to exclude yourself from the Settlement Class (sometimes called "opting out"). If you exclude yourself, however, you will not be eligible to receive any Settlement benefit.

To exclude yourself from the Settlement, you either have previously excluded yourself from the Class, or you must submit to the Settlement Administrator a request for exclusion (“Request for Exclusion”) by First-Class Mail, electronically via e-mail at claims@hostwaysettlement.com, or electronically through the Settlement Website. If mailed, a Request for Exclusion must be postmarked no later than _____, 2020. If submitted electronically, a Request for Exclusion must be submitted by that same date. A Request for Exclusion must be signed and state (a) your name, address, and telephone number; and (b) that you wish to be excluded from the Class. An Exclusion Request Form is available at: www.hostwaysettlement.com.

You cannot exclude yourself by submitting a notification other than as directed above, or after the deadline. You cannot exclude yourself via telephone. A request for exclusion can only request exclusion for that one Settlement Class Member. Purported “mass” or “class” opt-outs made on behalf of multiple persons or classes of persons therefore will be deemed invalid. If you submit a claim for a Settlement benefit and you also submit a Request for Exclusion, the Request for Exclusion will be deemed invalid. If you previously excluded yourself from the Class but now submit a claim for a Settlement benefit, the prior Request for Exclusion will be deemed invalid. If you previously excluded yourself from the Class, you need not submit another Request for Exclusion.

23. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you will surrender any rights to sue Defendants and their affiliates regarding the blacklisting of certain of Hostway’s shared servers located in Florida, as described in detail above.

24. If I exclude myself, can I still get the Settlement benefits?

No. You will not be eligible to receive any Settlement benefit if you exclude yourself.

25. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

DOING NOTHING

26. What happens if I do nothing?

If you do nothing, you will not be eligible to receive any Settlement benefit and if the Settlement becomes final, you will surrender any rights to sue Defendants and their affiliates regarding the blacklisting of certain of Hostway’s shared servers located in Florida, as described in detail above.

GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting the Settlement Website (www.hostwaysettlement.com).

All of the case documents that have been publicly filed in this case are available at the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The case is called *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13.

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free 855-917-3476 or by contacting the Settlement Administrator as directed on the Settlement Website (www.hostwaysettlement.com) or via e-mail at claims@hostwaysettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

EXHIBIT B
TO THE PRELIMINARY APPROVAL
ORDER

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

PAID USER CLAIM FORM AND RELEASE ACKNOWLEDGMENT

YOU MUST COMPLETE THIS PAGE 1 AND SIGN AND DATE PAGE 2

Questions? Call 855-917-3476

Golf Clubs Away LLC v. Hostway Corp., et al., Case No. 09-29596-13
In the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida

To obtain a benefit under the Settlement, you must submit a claim form postmarked by _____
____, 2020, or submitted electronically no later than 11:59 p.m. Eastern [Standard/Daylight] Time,
_____, 2020.

If you miss the deadline, you will not receive any benefit under the Settlement

First Name (required):

Last Name (required):

Account Name (if applicable) (required):

Address (required):

City (required):

State (required):

Zip Code (required):

Phone number (required):

Current E-mail Address (required):

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.
PAID USER ELECTION OF REMEDY

According to internal documentation, you have been identified as a potential Settlement Class Member in *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13 (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida) that paid Hostway Corporation or Hostway Services, Inc. (“Hostway”) a subscription fee for e-mail services (a “Paid User”) for a portion of the period from November 1, 2008 to March 31, 2009 (the “Class Period”). Under the terms of the Settlement, you are entitled to select which Settlement benefit to receive if the Court approves the Settlement. Please check **one** of the two benefits below:

OPTION 1:

Receipt of a check for the amount of \$9.95.

OPTION 2:

Receipt of a Voucher from Hostway, which will expire ninety (90) days from the Effective Date of the Settlement, entitling a Paid User to a waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if:

- You are a current Hostway customer and you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or
- You do not have an existing e-mail service with Hostway, and you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account).

**PAID USER ACKNOWLEDGEMENTS AND
DECLARATION UNDER PENALTY OF PERJURY**

I submit this Claim Form under the terms of the proposed Settlement described. I paid Hostway a subscription fee for e-mail services for a portion of the Class Period.

I acknowledge I am giving up all Claims against Hostway and its affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting during the Class Period. I understand that the full terms of the proposed settlement are on file with the Court.

Pursuant to Fla. Stat. § 92.525, under penalties of perjury, I declare that I have read this document and that the facts stated in it are true.

Signature – Type Your Name, or Print and Sign Your Name (required):

Date: – _____, 2020

EXHIBIT C
TO THE PRELIMINARY APPROVAL
ORDER

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

UNPAID USER CLAIM FORM AND RELEASE ACKNOWLEDGMENT

YOU MUST COMPLETE THIS PAGE 1 AND SIGN AND DATE PAGE 2

Questions? Call 855-917-3476

Golf Clubs Away LLC v. Hostway Corp., et al., Case No. 09-29596-13
In the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida

To obtain a benefit under the Settlement, you must submit a claim form postmarked by _____
____, 2020, or submitted electronically no later than 11:59 p.m. Eastern [Standard/Daylight] Time,
_____, 2020.

If you miss the deadline, you will not receive any benefit under the Settlement

First Name (required):

Last Name (required):

Account Name (if applicable) (required):

Address (required):

City (required):

State (required):

Zip Code (required):

Phone number (required):

Current E-mail Address (required):

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

**UNPAID USER
SETTLEMENT BENEFIT CLAIM**

According to internal documentation, you have been identified as a potential Settlement Class Member in *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13 (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida) that subscribed to Hostway’s e-mail services for a portion of the period from November 1, 2008 to March 31, 2009 (the “Class Period”), but who did not pay a subscription fee for those services (an “Unpaid User”). Under the terms of the Settlement, by completing and submitting this Unpaid User Claim Form, you elect to receive the following Settlement benefit if the Court approves the Settlement:

Receipt of a Voucher from Hostway, which will expire ninety (90) days from the Effective Date of the Settlement, entitling an Unpaid User to a waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if:

- You are a current Hostway customer and you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or
- You do not have an existing e-mail service with Hostway, and you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account).

**UNPAID USER ACKNOWLEDGEMENTS AND
DECLARATION UNDER PENALTY OF PERJURY**

I submit this Claim Form under the terms of the proposed Settlement described. I subscribed to Hostway’s e-mail services for a portion of the Class Period, but did not pay a subscription fee for those services.

I acknowledge I am giving up all Claims against Hostway and its affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting during the Class Period. I understand that the full terms of the proposed settlement are on file with the Court.

Pursuant to Fla. Stat. § 92.525, under penalties of perjury, I declare that I have read this document and that the facts stated in it are true.

Signature – Type Your Name, or Print and Sign Your Name (required):

Date: – _____, 2020

EXHIBIT B

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

GOLF CLUBS AWAY LLC, Individually and
On Behalf of a Class of Persons Similarly
Situated,

Plaintiff,

v.

HOSTWAY CORPORATION, HOSTWAY
SERVICES, INC. and VALUEWEB,

Defendants.

Case No. 09-29596-13

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Plaintiff Golf Clubs Away LLC (“Plaintiff”), on its own behalf and on behalf of all similarly situated parties, submitted to the Court a Motion for Final Approval of the Class Action Settlement (“Motion”) seeking final approval of the Settlement Agreement, dated _____, 2020, and the exhibits attached thereto (the “Agreement”), entered into by and between Plaintiff and Defendants Hostway Corporation and Hostway Services, Inc. (collectively “Defendants”).

By Order dated _____, 2020 (the “Preliminary Approval Order”), the Court preliminarily approved the Settlement. Due and adequate notice has been given to the Settlement Class as required by the Court.

Plaintiff, individually and on behalf of the Settlement Class, further submitted to the Court a Motion for an award of attorney’s fees, costs and litigation expenses, as well as for a Service Award to the Plaintiff as Settlement Class Representative, dated _____, 2020.

The Court having considered all papers filed and proceedings had herein, and otherwise being fully advised in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Order and Judgment incorporates by reference the definitions in the Agreement, and all terms used herein shall have the same meanings as set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiff, the Settlement Class Members, and Defendants.

3. Pursuant to Florida Rule of Civil Procedure 1.220(e), and due process, the Court hereby finally approves the Agreement and finds that the settlement consideration is fair and that said settlement is, in all respects, fair, reasonable and adequate to the Settlement Class.

4. By Order dated July 7, 2015, pursuant to Florida Rules of Civil Procedure 1.220(a) and (b)(3), the Court found that the requirements for class certification were satisfied and certified the following Class (now, the Settlement Class):

All customers who directly or indirectly subscribed to Defendants' e-mail services, including e-mail services provided by Defendants' predecessors, affiliates, subsidiaries and/or parents, and whose e-mail accounts utilized Hostway's shared servers located in Florida that were "blacklisted" at any time from November 1, 2008, through and including March 31, 2009.

The Court also found that Plaintiff's claims are maintainable on behalf of the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(d)(1). The Court appointed Plaintiff as Class Representative and Wolf Haldenstein Adler Freeman & Herz LLP and Saxena White P.A. as Co-Lead Counsel to the Settlement Class. Excluded from the Settlement Class are those persons who have opted out of the Settlement Class pursuant to the procedure set forth in Section 14 of the Preliminary Approval Order, and those persons who previously opted out of the Class. Also excluded from the Settlement Class are Defendants, their officers, directors, employees, subsidiaries, divisions, units and affiliates.

5. The Court hereby awards attorney's fees to Class Counsel in the amount of \$_____, and costs and expenses to Class Counsel in the amount of \$_____. The Court also awards a Service Award of \$_____ to Plaintiff. The Court finds that all such

amounts are fair and reasonable and are hereby approved. These amounts shall be paid by Defendants within 10 days of the Effective Date.

6. Except as to any individual claim of those Persons (identified on Exhibit 1 hereto) who have validly and timely requested exclusion from the Settlement Class, the Court hereby dismisses with prejudice and without fees or costs (except as provided in the preceding paragraph) this Action against Defendants. As to those persons (identified on Exhibit 1 hereto) who have validly and timely requested exclusion from the Settlement Class and thus have retained the rights waived by the Settlement Class, the Court dismisses the Action without prejudice.

7. The Court finds that the Settlement is fair, reasonable and adequate and in the best interests of the Plaintiff and all Settlement Class Members and finally approves the Settlement in all respects, and the Parties are hereby directed to perform its terms.

8. As of the Effective Date, all Settlement Class Members, and their respective past, present and future predecessors, successors and assigns, absolutely and unconditionally release and discharge Defendants, Defendants' counsel, and their respective affiliates, parents, subsidiaries, officers, directors, shareholders, partners, members, agents, employees and former employees, attorneys, representatives, predecessors, successors and assigns (the "Defendant Releasees") from any and all claims that arise out of and/or directly relate to the facts and claims alleged in the Complaint, including any claims arising out of or that relate in any way to the institution, prosecution, defense or settlement of the claims against Defendants (the "Released Claims"); provided, however, that this paragraph 8 shall not be considered or construed to release, affect or in any way concern Defendants' rights, duties and obligations under the following provisions of the Agreement: Sections 2 ("Business Practices"), 3 ("Settlement Fund"), 4 ("Paid User Compensation"), 5 ("Unpaid User Compensation"), 6 ("Residue of Settlement Fund"), 10 ("Service Award") and 11 ("Attorneys' Fees, Costs and Expenses").

9. As of the Effective Date, Defendants, and their respective past, present and future predecessors, successors and assigns, absolutely and unconditionally release and discharge the

Settlement Class Representative, each and all of the Settlement Class Members, Class Counsel, and their respective affiliates, parents, subsidiaries, officers, directors, shareholders, partners, members, agents, employees and former employees, attorneys, representatives, predecessors, successors and assigns from any and all Released Claims; provided, however, that this paragraph 9 shall not be considered or construed to release, affect or in any way concern the Settlement Class Representative's, the Settlement Class Members', and Class Counsel's rights, duties and obligations under the following provisions of the Agreement: Sections 2 ("Business Practices"), 3 ("Settlement Fund"), 4 ("Paid User Compensation"), 5 ("Unpaid User Compensation"), 6 ("Residue of Settlement Fund"), 10 ("Service Award") and 11 ("Attorneys' Fees, Costs and Expenses").

10. The Court finds that the Notice provided to the Settlement Class Members was the best notice practicable under the circumstances of the proceedings and of the matters set forth therein, and that the Notice fully satisfied the requirements of federal and state laws as well as due process requirements.

11. All Released Claims, as described in this Order and Judgment or in the Agreement, currently being asserted by or on behalf of any Settlement Class Member in any forum are hereby permanently enjoined, except as may be necessary to implement the Settlement or to comply with the terms of the Agreement. Neither Plaintiff nor any Settlement Class Member, either directly, representatively or in any other capacity, nor any person or entity allegedly acting on behalf of a Settlement Class Member, shall commence or prosecute against Defendants, or against any of the other Defendant Releasees, any action or proceeding in any court or tribunal asserting any of the Released Claims, provided, however, that this injunction shall not apply to individual claims of any Class Members who timely and validly excluded themselves from the Settlement. This injunction is necessary to protect and effectuate the Settlement, this Final Approval Order and Judgment, and the Court's flexibility and authority to effectuate the Settlement and is ordered in aid of the Court's jurisdiction and to protect its judgments.

12. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court will retain jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Final Approval Order and Judgment, the Agreement and the Settlement.

DONE AND ORDERED ON _____, 2020 in Fort Lauderdale, Broward County, Florida.

HON. MICHAEL A. ROBINSON

JUDGE, CIRCUIT COURT FOR THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

EXHIBIT 1

(Persons who validly and timely
requested exclusion from the Settlement Class)

EXHIBIT C

**IN THE CIRCUIT COURT FOR THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

GOLF CLUBS AWAY LLC, Individually and On
Behalf of a Class of Persons Similarly Situated,

Plaintiff,

v.

HOSTWAY CORPORATION, HOSTWAY
SERVICES, INC. and VALUEWEB,

Defendants.

Case No. 09-29596-13

NOTICE OF CLASS ACTION SETTLEMENT

**This is a Court-approved Legal Notice. This is not an advertisement.
Important Information – Please Read This Entire Notice Carefully**

To Members of the following Class (the “Class”): Customers who directly or indirectly subscribed to e-mail services provided by Hostway Corporation and/or Hostway Services, Inc. (“Hostway” or “Defendants”), including e-mail services provided by Defendants’ predecessors, affiliates, subsidiaries and/or parents, and whose e-mail accounts utilized Hostway’s shared servers located in Florida that were “blacklisted” at any time from November 1, 2008, through and including March 31, 2009 (“Settlement Class Members”).

You are receiving this Notice of Class Action Settlement (“Notice”) because the Settlement Administrator has identified you as a potential Settlement Class Member based on internal Hostway documentation. A class action settlement has been proposed in this lawsuit. The lawsuit concerns alleged damages to Settlement Class Members arising from the blacklisting of certain of Hostway’s shared servers located in Florida from November 1, 2008 through March 31, 2009 (the “Class Period”). Pursuant to a proposed Settlement (the “Settlement”), Settlement Class Members may receive a Settlement benefit identified herein.

Settlement Class Members May Submit Their Claims Now

If you received this Notice from the Settlement Administrator and paid any of the Defendants for e-mail services during the Class Period, you are a “Paid User” and entitled to elect one of the following Settlement benefits: (1) a check in the amount of \$9.95 from Hostway; or (2) a voucher from Hostway for waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or (if you do not have an existing e-mail service with Hostway) if you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data

Please read this Notice carefully.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.hostwaysettlement.com or call 855-917-3476.

migration from an existing account) (the “Voucher”). The Voucher will expire ninety (90) days from the Effective Date of the Settlement. You must choose your Settlement benefit when you submit your Paid User Claim Form.

If you received this Notice from the Settlement Administrator, if you subscribed to e-mail services provided by Hostway during the Class Period, and if you did not pay any of the Defendants for those e-mail services, you are an “Unpaid User” and are entitled to elect receipt of a Voucher as your Settlement benefit. You must claim this Settlement benefit when you submit your Unpaid User Claim Form.

Under the parties’ Settlement Agreement, Hostway has also agreed to implement certain business practices designed to provide additional benefits to its customers going forward. In addition, Hostway has agreed to coordinate with the Settlement Administrator with respect to distribution of Settlement benefits to Settlement Class Members; pay for the costs of the settlement administration; pay court-approved attorneys’ fees, costs and expenses to the named Plaintiff’s counsel; and pay a service award to the named Plaintiff (the “Settlement Class Representative”). In exchange, Settlement Class Members will release any and all claims they have against Defendants and their affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit as described in detail below.

If approved, the proposed Settlement will resolve this lawsuit, now pending before The Honorable Michael A. Robinson in the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida (the “Court”). The Court must decide whether to finally approve the Settlement. No payments or Vouchers will be sent until the Settlement becomes final and not subject to appeal. The class action settlement approval process will take at least several months to complete.

If you believe you are a Settlement Class Member, but did not receive this Notice from the Settlement Administrator directly, please contact the Settlement Administrator at 855-917-3476 or by visiting www.hostwaysettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

The purpose of this Notice is to advise you of the proposed Settlement and how it may affect your rights. You must decide whether to submit a claim, ask to be excluded from the Class before the Court enters judgment, or do nothing and receive no benefit from the Settlement. You have to decide this before _____, 2020. Your options regarding this lawsuit are as follows:

FILE A CLAIM	<p>You must make a claim in order to receive any Settlement benefit. If you are a Paid User, you may submit your claim and elect your remedy via the Paid User Claim Form. If you are an Unpaid User, you may submit your claim via the Unpaid User Claim Form.</p> <p>For more detailed information regarding how to file a claim, see www.hostwaysettlement.com.</p>	Deadline:
EXCLUDE YOURSELF FROM THIS SETTLEMENT	You can exclude yourself from the Settlement by informing the Settlement Administrator that you	Deadline:

	<p>want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain any rights to sue Hostway for any claims related to the blacklisting that occurred during the Class Period.</p> <p>If you exclude yourself, you will not be eligible to receive any Settlement benefit.</p>	
OBJECT TO OR COMMENT ON THE SETTLEMENT	<p>You may object to the Settlement by writing to the Court explaining why you do not believe the Settlement should be approved. You can also write to the Court to provide comments or reasons why you support the Settlement.</p> <p>For detailed information on how to object to or comment on the Settlement, see www.hostwaysettlement.com.</p>	Deadline:
DO NOTHING	<p>By doing nothing, you will remain a member of the Settlement Class, but you will not be entitled to any Settlement benefit. However, if the Court approves the Settlement and enters judgment, you will surrender any rights to sue Defendants and their affiliates for all claims that arise out of and/or directly relate to the facts and claims alleged in the lawsuit.</p>	Deadline:

QUESTIONS AND ANSWERS REGARDING THE PROPOSED SETTLEMENT

BACKGROUND INFORMATION

1. Why is there a notice?

The Court authorized this Notice because you have a right to know how the proposed Settlement may affect your rights. This Notice explains the nature of the litigation and the general terms of the proposed Settlement, and what they may mean to you. This Notice also explains the ways you may participate in or exclude yourself from the Settlement.

2. What is this lawsuit about?

During the Class Period, certain e-mail service providers blacklisted or stopped accepting e-mail from certain of Hostway's shared servers in Florida. When a server was blacklisted, a Class Member's e-mail service may have been interrupted and as a result, the Class Member's account(s) may have been prevented from sending or receiving e-mail without notice of such failure.

The lawsuit was brought on behalf of Hostway customers, who directly or indirectly subscribed to Hostway's e-mail services, and whose e-mail accounts utilized Hostway's shared servers located in Florida that were "blacklisted" at any time during the Class Period. The Plaintiff claims that Hostway violated the Florida Deceptive and Unfair Trade Practices Act, breached the covenant of good faith and fair dealing, and unjustly enriched itself. Hostway denies any wrongdoing. No Court or other entity has made any judgment or determination of any wrongdoing or that the law has been violated. The Complaint filed in this Action is available at www.hostwaysettlement.com.

3. Who are the Defendants in this lawsuit?

The Defendants are Hostway Corporation and Hostway Services, Inc. ValueWeb was a trade name for certain products offered by Hostway during the Class Period.

4. Why is this a Class Action?

Even if you have not filed your own lawsuit against Hostway regarding the blacklisting, you can obtain the benefits provided by this Settlement because the litigation is proceeding as a class action.

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have experienced the same or similar circumstances. Here, Plaintiff has served as the "Settlement Class Representative," representing not only its own interests, but the interests of all Settlement Class Members, as well. Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by Defendants' alleged conduct.

5. Why is there a Settlement?

A Settlement avoids the costs and uncertainty of a trial and related appeals, while providing benefits to Settlement Class Members when the Settlement becomes final. The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides have agreed to the Settlement. Plaintiff and the attorneys for the Settlement Class Members ("Class Counsel") believe that the Settlement is fair and in the best interests of the Settlement Class Members.

SETTLEMENT CLASS MEMBERSHIP

6. How do I know if I am a part of the Settlement?

You are a Settlement Class Member and are affected by this Settlement if:

- You subscribed to Hostway's e-mail services, and your e-mail account utilized Hostway's shared servers located in Florida that were "blacklisted" at any time during the Class Period.

However, the following entities and individuals are not Settlement Class Members:

- The Defendants, their officers, directors, employees, subsidiaries, divisions, units and affiliates.

- Any individual or entity which timely and validly opts-out of the Settlement Class, or who previously has timely and validly opted-out of the Class.

If you received this Notice from the Settlement Administrator, you were identified as a potential Settlement Class Member based on internal Hostway documentation.

If you did not receive this Notice from the Settlement Administrator, but believe that you are a Settlement Class Member, you may go to the Settlement website at www.hostwaysettlement.com, call the Settlement toll-free number at 855-917-3476, or e-mail claims@hostwaysettlement.com to ask the Settlement Administrator to help advise you whether or not you are a Settlement Class Member.

7. Do I have a lawyer in this case?

Yes. The Court appointed Wolf Haldenstein Adler Freeman & Herz LLP and Saxena White P.A. as “Class Counsel” to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will Class Counsel be paid?

The Parties agree that Class Counsel may seek an award of attorneys’ fees, costs and expenses to be paid by Defendants separate and apart from the Settlement Fund, in a total amount not to exceed three hundred fifty thousand dollars (\$350,000). Defendants will not oppose such an application. The motion shall be filed at least 10 days before the deadline for filing objections to the Settlement. All costs and expenses shall conform to the Florida Statewide Uniform Guidelines for Taxation of Costs in Civil Actions. The Parties negotiated the amount of these requested fees, costs and expenses, subject to Court approval, with the assistance of retired Circuit Court Judge and mediator Jeffrey E. Streitfeld and only after the Parties had reached agreement on the other terms of the Settlement. The request for fees, costs and expenses shall encompass all work performed, and all costs and expenses incurred, by Class Counsel in connection with the Action. Hostway shall pay the attorneys’ fees, costs and expenses awarded by the Court to Class Counsel from funds provided by Hostway separate and apart from the Settlement Fund.

Class Counsel also will ask the Court to approve a Service Award of up to \$4,000 to compensate the Settlement Class Representative. The Settlement Class Representative has been required to respond to discovery, had its deposition taken and attended a settlement mediation. Defendants have agreed not to oppose this request.

Class Counsel’s application for attorneys’ fees, costs and expenses and the Service Award will be made available on the Settlement Website at www.hostwaysettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator, via telephone at 855-917-3476 or e-mail at claims@hostwaysettlement.com.

BENEFITS FOR SETTLEMENT CLASS MEMBERS

9. What benefits does the Settlement provide?

This Settlement provides the following benefit to Paid Users: the option to receive either (1) a payment in the amount of \$9.95 or (2) a Voucher.

This Settlement provides the following benefit to Unpaid Users: a Voucher.

Additionally, this Settlement also requires Hostway to implement certain business practices designed to provide additional benefits to its customers going forward.

10. Will the Settlement help protect me and other Hostway users from future interruption of e-mail services?

This Settlement provides that Hostway will maintain a help desk committed to aiding customers with their e-mail services, including, but not limited to, non-receipt of incoming e-mail and non-delivery of outgoing e-mail for a period of at least two years from the Effective Date of the Settlement.

Additionally, Hostway will make available online to all customers (whether the customers are Class Members or not), for a period of at least two years from the Effective Date of the Settlement, a password tutorial to educate them regarding the importance of password strength and the recommendation that customers and end users should change passwords at regular intervals to prevent infiltration of an e-mail account by a third party.

HOW TO FILE A CLAIM

11. How do I file a claim as a Paid User?

If you are a Paid User, to obtain a Settlement benefit as a Paid User, you must complete the Paid User Claim Form available at www.hostwaysettlement.com and elect to receive either: (1) a payment in the amount of \$9.95 or (2) a Voucher. You may choose one remedy or the other, not both.

The deadline to submit a completed Paid User Claim Form is _____, 2020. Instructions for completing the Paid User Claim Form are included on the form.

12. How do I file a claim as an Unpaid User?

If you are an Unpaid User, to obtain a Voucher as an Unpaid User, you must complete the Unpaid User Claim Form available at www.hostwaysettlement.com.

The deadline to submit a completed Unpaid User Claim Form is _____, 2020. Instructions for completing the Unpaid User Claim Form are included on the form.

13. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for payment, the Settlement Administrator will mail you a check for the amount of \$9.95 to the mailing address that you provide in the Paid User Claim Form.

If you make a valid claim for a Voucher, the Settlement Administrator will send you information on how to access this Voucher.

14. What happens if my contact information changes after I submit a claim?

If, after you submit a Claim Form, you change your mailing address or e-mail address, it is your responsibility to inform the Settlement Administrator of your updated information. Notify the Settlement Administrator of any changes to your mailing address or your e-mail address by contacting the Settlement Administrator via e-mail claims@hostwaysettlement.com, visiting the Contact Us section of the Settlement Website (www.hostwaysettlement.com) or via telephone at 855-917-3476.

15. What happens if some of the money from this Settlement is not claimed?

Any money remaining in the Settlement Fund after payment of Paid User claims, and any Taxes and Tax-Related Expenses related to the Settlement Fund, will be returned to Hostway within 10 days of the final payment of such monies by the Settlement Administrator.

LEGAL RIGHTS RESOLVED THROUGH SETTLEMENT

16. What am I surrendering to stay in the Settlement Class?

If you make a claim, or if you do nothing, you will be releasing all of your legal claims against Defendants and their affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting, during the Class Period. By releasing your legal claims, you are surrendering any right to file lawsuits against, or seek further compensation from, the Defendants and their affiliates for any harm related to the blacklisting, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails during the Class Period – whether or not you are currently aware of those claims. Unless you exclude yourself from the Settlement, all of the orders and decisions by the Court will bind you. That means you will be bound to the terms of the Settlement, and all accompanying Court orders, and that you cannot bring a lawsuit, or be part of another lawsuit against Defendants or their affiliates, relating to the blacklisting, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails during the Class Period.

This Notice provides only a summary of the claims being released. The specific details of the claims being released by Settlement Class Members who do not exclude themselves from the Settlement are set forth in Section 12 of the Settlement Agreement. If you have any questions or concerns about the release, you should access the Settlement Agreement and read the specific details of the legal claims being released at the Settlement Website (www.hostwaysettlement.com). You may also contact the Settlement Administrator with questions.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

17. How do I tell the Court that I like or dislike the Settlement?

If you do not exclude yourself, you can comment on or object to the Settlement, Class Counsel’s request for attorneys’ fees, costs and expenses, and/or the request for a Service Award to the Settlement Class Representative.

Filing an objection means asking the Court to deny approval of the Settlement. You cannot ask the Court to order a larger settlement – the Court can only approve or deny the Settlement. If the Court denies approval, no benefit will be provided to Settlement Class Members and the lawsuit will continue. If you want that to happen, you may so state in the objection. If you choose to make an objection or comment, it must be in writing and contain the following:

- The name and case number of this lawsuit;
- Your full name and mailing address, and e-mail address or telephone number;
- Your personal signature or the name, address and signature of your counsel;
- An explanation why you believe you are a Settlement Class Member;
- All reasons for your objection or comment;

- A statement identifying the number of class action settlements you have objected to or commented on since January 1, 2016; and
- Whether you intend to appear and/or personally testify at the Final Fairness Hearing either in-person or through counsel, and if through counsel, identifying counsel by name, address and telephone number;

If you or your counsel wish to appear and be heard at the Final Fairness Hearing, you must file:

- A written objection or comment, as required above;
- A statement why you desire to appear and to be heard at the Final Fairness Hearing; and
- All documents and writings you want the Court to consider.

For any objections or comments to be considered by the Court, or for you to be heard at the Final Fairness Hearing, the above materials must be: (1) filed with the Clerk of the Circuit Court at the address below; and (ii) served on the following counsel by hand delivery, by e-mail, by U.S. mail or by overnight delivery service, on or before _____, 2020. If served by U.S. mail, the transmittal must be postmarked no later than that date.

THE COURT	THE PARTIES' COUNSEL
CLERK OF THE COURT Circuit Court for the 17 th Judicial Circuit in and for Broward County, Florida 201 S.E. 6th Street Fort Lauderdale, FL 33301	WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Mark C. Rifkin Benjamin Y. Kaufman Patrick Donovan 270 Madison Avenue New York, NY 10016 SAXENA WHITE P.A. Adam D. Warden 7777 Glades Road Suite 300 Boca Raton, FL 33434 CHENG COHEN LLC Fredric A. Cohen 363 West Erie Street Suite 500 Chicago, IL 60654 FOLEY & LARDNER LLP Richard S. Davis One Biscayne Tower 2 South Biscayne Boulevard Suite 1900 Miami, FL 33131

18. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give Final Approval to the Settlement. An objection, like a comment, allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose any right to receive any benefits from the Settlement or to object to any part of the Settlement because the case no longer affects you.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at ____ on _____, 2020 in Courtroom #WW14150 of the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida, 201 SE 6th Street, Fort Lauderdale, FL 33301. Please check the Settlement Website (www.hostwaysettlement.com) for any updates about the Settlement or the Final Fairness Hearing. If the date, time or location of the Final Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear. The Court may also consider Class Counsel's application for attorneys' fees, costs and expenses and for the Service Award. At or after the hearing, the Court will determine whether to approve the Settlement.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court has. You may attend at your own expense if you wish. If you submit a written objection, you do not have to come to Court to talk about it. As long as your written objection was submitted in a timely manner, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. You may speak at the Final Fairness Hearing if you: (a) timely served your written comment or objection pursuant to Section 17 above; and (b) identified in your comment or objection whether you intend to appear at the Final Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

22. How do I exclude myself from the Settlement?

If you want to maintain any right to sue or continue to sue Defendants and other persons or entities based on the claims the Settlement resolves, you must take steps to exclude yourself from the Settlement Class (sometimes called "opting out"). If you exclude yourself, however, you will not be eligible to receive any Settlement benefit.

To exclude yourself from the Settlement, you either have previously excluded yourself from the Class, or you must submit to the Settlement Administrator a request for exclusion (“Request for Exclusion”) by First-Class Mail, electronically via e-mail at claims@hostwaysettlement.com, or electronically through the Settlement Website. If mailed, a Request for Exclusion must be postmarked no later than _____, 2020. If submitted electronically, a Request for Exclusion must be submitted by that same date. A Request for Exclusion must be signed and state (a) your name, address, and telephone number; and (b) that you wish to be excluded from the Class. An Exclusion Request Form is available at: www.hostwaysettlement.com.

You cannot exclude yourself by submitting a notification other than as directed above, or after the deadline. You cannot exclude yourself via telephone. A request for exclusion can only request exclusion for that one Settlement Class Member. Purported “mass” or “class” opt-outs made on behalf of multiple persons or classes of persons therefore will be deemed invalid. If you submit a claim for a Settlement benefit and you also submit a Request for Exclusion, the Request for Exclusion will be deemed invalid. If you previously excluded yourself from the Class but now submit a claim for a Settlement benefit, the prior Request for Exclusion will be deemed invalid. If you previously excluded yourself from the Class, you need not submit another Request for Exclusion.

23. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you will surrender any rights to sue Defendants and their affiliates regarding the blacklisting of certain of Hostway’s shared servers located in Florida, as described in detail above.

24. If I exclude myself, can I still get the Settlement benefits?

No. You will not be eligible to receive any Settlement benefit if you exclude yourself.

25. If I exclude myself, am I still represented by Class Counsel?

No. Class Counsel represents the members of the Settlement Class. If you exclude yourself from the Settlement Class, you are not represented by Class Counsel.

DOING NOTHING

26. What happens if I do nothing?

If you do nothing, you will not be eligible to receive any Settlement benefit and if the Settlement becomes final, you will surrender any rights to sue Defendants and their affiliates regarding the blacklisting of certain of Hostway’s shared servers located in Florida, as described in detail above.

GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information and updates by visiting the Settlement Website (www.hostwaysettlement.com).

All of the case documents that have been publicly filed in this case are available at the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The case is called *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13.

You can also get additional information or request a copy of the Settlement Agreement by calling toll-free 855-917-3476 or by contacting the Settlement Administrator as directed on the Settlement Website (www.hostwaysettlement.com) or via e-mail at claims@hostwaysettlement.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

EXHIBIT D

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

PAID USER CLAIM FORM AND RELEASE ACKNOWLEDGMENT

YOU MUST COMPLETE THIS PAGE 1 AND SIGN AND DATE PAGE 2

Questions? Call 855-917-3476

Golf Clubs Away LLC v. Hostway Corp., et al., Case No. 09-29596-13
In the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida

To obtain a benefit under the Settlement, you must submit a claim form postmarked by _____
____, 2020, or submitted electronically no later than 11:59 p.m. Eastern [Standard/Daylight] Time,
_____, 2020.

If you miss the deadline, you will not receive any benefit under the Settlement

First Name (required):

Last Name (required):

Account Name (if applicable) (required):

Address (required):

City (required):

State (required):

Zip Code (required):

Phone number (required):

Current E-mail Address (required):

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.
PAID USER ELECTION OF REMEDY

According to internal documentation, you have been identified as a potential Settlement Class Member in *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13 (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida) that paid Hostway Corporation or Hostway Services, Inc. (“Hostway”) a subscription fee for e-mail services (a “Paid User”) for a portion of the period from November 1, 2008 to March 31, 2009 (the “Class Period”). Under the terms of the Settlement, you are entitled to select which Settlement benefit to receive if the Court approves the Settlement. Please check **one** of the two benefits below:

OPTION 1:

Receipt of a check for the amount of \$9.95.

OPTION 2:

Receipt of a Voucher from Hostway, which will expire ninety (90) days from the Effective Date of the Settlement, entitling a Paid User to a waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if:

- You are a current Hostway customer and you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or
- You do not have an existing e-mail service with Hostway, and you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account).

**PAID USER ACKNOWLEDGEMENTS AND
DECLARATION UNDER PENALTY OF PERJURY**

I submit this Claim Form under the terms of the proposed Settlement described. I paid Hostway a subscription fee for e-mail services for a portion of the Class Period.

I acknowledge I am giving up all Claims against Hostway and its affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting during the Class Period. I understand that the full terms of the proposed settlement are on file with the Court.

Pursuant to Fla. Stat. § 92.525, under penalties of perjury, I declare that I have read this document and that the facts stated in it are true.

Signature – Type Your Name, or Print and Sign Your Name (required):

Date: – _____, 2020

EXHIBIT E

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

UNPAID USER CLAIM FORM AND RELEASE ACKNOWLEDGMENT

YOU MUST COMPLETE THIS PAGE 1 AND SIGN AND DATE PAGE 2

Questions? Call 855-917-3476

Golf Clubs Away LLC v. Hostway Corp., et al., Case No. 09-29596-13
In the Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida

To obtain a benefit under the Settlement, you must submit a claim form postmarked by _____
____, 2020, or submitted electronically no later than 11:59 p.m. Eastern [Standard/Daylight] Time,
_____, 2020.

If you miss the deadline, you will not receive any benefit under the Settlement

First Name (required):

Last Name (required):

Account Name (if applicable) (required):

Address (required):

City (required):

State (required):

Zip Code (required):

Phone number (required):

Current E-mail Address (required):

GOLF CLUBS AWAY LLC V. HOSTWAY CORP., ET AL.

**UNPAID USER
SETTLEMENT BENEFIT CLAIM**

According to internal documentation, you have been identified as a potential Settlement Class Member in *Golf Clubs Away LLC v. Hostway Corp., et al.*, Case No. 09-29596-13 (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida) that subscribed to Hostway’s e-mail services for a portion of the period from November 1, 2008 to March 31, 2009 (the “Class Period”), but who did not pay a subscription fee for those services (an “Unpaid User”). Under the terms of the Settlement, by completing and submitting this Unpaid User Claim Form, you elect to receive the following Settlement benefit if the Court approves the Settlement:

Receipt of a Voucher from Hostway, which will expire ninety (90) days from the Effective Date of the Settlement, entitling an Unpaid User to a waiver of a \$15.00 set-up fee for up to five (5) e-mail addresses for one account if:

- You are a current Hostway customer and you upgrade an existing e-mail service with Hostway to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account); or
- You do not have an existing e-mail service with Hostway, and you subscribe to Hostway’s Microsoft 365 Business Basic plan, and agree to pay the standard subscription fee for that plan, and any professional services fees (such as for, but not limited to, data migration from an existing account).

**UNPAID USER ACKNOWLEDGEMENTS AND
DECLARATION UNDER PENALTY OF PERJURY**

I submit this Claim Form under the terms of the proposed Settlement described. I subscribed to Hostway’s e-mail services for a portion of the Class Period, but did not pay a subscription fee for those services.

I acknowledge I am giving up all Claims against Hostway and its affiliates that arise out of and/or directly relate to the facts and claims alleged in the lawsuit – including any claims related to the blacklisting of certain of Hostway’s shared servers located in Florida, and any e-mail service interruptions and non-delivery and/or non-receipt of e-mails due to the blacklisting during the Class Period. I understand that the full terms of the proposed settlement are on file with the Court.

Pursuant to Fla. Stat. § 92.525, under penalties of perjury, I declare that I have read this document and that the facts stated in it are true.

Signature – Type Your Name, or Print and Sign Your Name (required):

Date: – _____, 2020