LOGICALIS

Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs all use of LOGICALIS' hosting, collocation, facilities, or services and any resource supported by them ("Logicalis Facilities and Services"). This AUP is designed to protect the security, integrity, reliability, and privacy of the LOGICALIS facilities. This AUP applies to (i) CUSTOMER, (ii) CUSTOMER's employees and agents, and (iii) any other person or entity that accesses or uses the LOGICALIS Facilities and Services as a result of CUSTOMER's marketing and reselling the Logicalis Facilities and Services, (individually and collectively "Users"). All Users must comply with this AUP. A USER IS NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE Logicalis Facilities and Services UNLESS SUCH USER FULLY COMPLIES WITH THIS AUP. CUSTOMER agrees that it is responsible for violations of this AUP by itself and by any User that uses or accesses the Logicalis Facilities and Services through CUSTOMER, whether authorized by CUSTOMER or not.

Access to or use of the Logicalis Facilities and Services by a User constitutes its acceptance of the AUP. Users are responsible for any and all acts and omissions that occur during or relating to their access to and use of the Logicalis Facilities and Services.

LOGICALIS reserves the right to take action to investigate, correct or remedy any issue arising from the use of the Logicalis Facilities and Services in a manner that is abnormal, unlawful or otherwise prohibited by this AUP or applicable law.

Logicalis Facilities and Services shall be used solely for legitimate business and commercial purposes. Users shall not use the Logicalis Facilities and Services (a) to transmit, distribute or store material in violation of any applicable law, regulation, or judicial order, (b) in a manner that violates the terms of this AUP, the terms of any applicable agreement with LOGICALIS, (c) in a manner that interferes with or adversely affects the Logicalis Facilities and Services or use of the Logicalis Facilities and Services including, without limitation, mail bombing, flooding, or other deliberate attempts to overload a system and broadcast attacks, or (d) in a manner that would expose LOGICALIS to criminal or civil liability. Users shall reasonably cooperate with LOGICALIS in investigating and correcting any actual or alleged breach of this AUP by a User.

Without limiting the generality of any other provision of this AUP, Users shall:

(1) not, directly or indirectly, use the Logicalis Facilities and Services to access or use an Internet account or computer without the owner's authorization, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery,

(2) not, directly or indirectly, use the Logicalis Facilities and Services to transmit, distribute or store information or material that (a) is inappropriate, offensive, obscene (including, without limitation, child pornography), defamatory, threatening, abusive, advocating violence or which violates a law, regulation or public policy, (b) is harmful to or interferes with LOGICALIS' provision of Logicalis Facilities and Services, or the provision of any third party's networks, equipment, applications, services, or web sites (e.g., spyware software, viruses, worms, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction tools, etc.), (c) will infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, any copyright, patent, trademark, trade secret or other proprietary right

(including, without limitation, unauthorized use of domain names), or (d) is fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as "phishing"),

(3) not, directly or indirectly, use the Logicalis Facilities and Services to forge any TCP/IP packet header or any part of the header information in an e-mail or a newsgroup posting (unless such is legitimately done in the normal course of User's business),

(4) not, directly or indirectly, use the Logicalis Facilities and Services to engage in any conduct that is likely to result in retaliation against the Logicalis Facilities and Services or LOGICALIS' employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack,

(5) not, directly or indirectly, use the Logicalis Facilities and Services to gain unauthorized access to or use of data, systems or networks, including attempting to breach security or authentication measures (including those belonging to LOGICALIS and its customers) (notwithstanding the foregoing, CUSTOMER shall have the right to perform security analysis on the Logicalis Facilities and Services, including, but not limited to, vulnerability analysis, network monitoring, port scanning and penetration testing on CUSTOMER's own systems, provided such does not interfere with LOGICALIS' network),

(6) not, directly or indirectly, use the Logicalis Facilities and Services to engage in any activities related to (a) the sending of advertising or other material to persons or entities who did not specifically request such material, including (but not limited to) unsolicited e-mail messages (otherwise known as Spam) and blast-faxing, (b) harassment, whether through language, frequency, or size of messages (c) unlawful or deceptive advertising, promotion or sales activities, (d) solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies, (e) creating or forwarding "chain letters" or other "pyramid schemes" of any type, (f) distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating any of the activities or items described in (a) through (f) above.

(7) not, directly or indirectly, use the Logicalis Facilities and Services to violate any charters, policies, rules or agreements promulgated by any search engines, blogs, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Logicalis Facilities and Services ("Usenet Rules"), including, without limitation, any cross postings to unrelated news groups, continued posting of off-topic messages, and disrupting newsgroups with materials, postings, or activities that are business inappropriate, unless such materials or activities are expressly allowed or encouraged under the Usenet Rules,

(8) not, directly or indirectly, use the Logicalis Facilities and Services to violate the applicable acceptable use policies of other Internet Service Providers ("ISPs") when data, content, or other communications are carried across an ISP's network,

(9) not, directly or indirectly, use the Logicalis Facilities and Services to provide "shell account" hosting, or the resale of "shell accounts" to third party entities, nor re-sell direct access to CUSTOMER's hosted server via telnet, ssh or other shell binary,

(10) not, directly or indirectly, use the Logicalis Facilities and Services to run any type of IRC software including, but not limited to, IRC User software, IRC server software, IRC bots such as "eggdrop" and "chaos," and/or IRC software that is embedded within a web interface,

(11) not, directly or indirectly, deny server log-in access to LOGICALIS' staff, nor disable or demote an account from being Administrator or Root account, nor hide any prohibited files on the server(s), and

(12) not, directly or indirectly, use the Logicalis Facilities and Services to engage in any other conduct that is illegal, abusive, or irresponsible behavior.

LOGICALIS may, with prior notice to CUSTOMER report to the appropriate authorities any conduct by User that it believes violates applicable criminal law and provide any information it has about User in response to a formal or informal request from a law enforcement or government agency, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

CUSTOMER must have valid and current information on file with CUSTOMER's domain name registrar for any domain hosted on LOGICALIS' network. CUSTOMER may only use IP addresses assigned to CUSTOMER by LOGICALIS staff in connection with Logicalis Facilities and Services. CUSTOMER may not take any malicious action which directly or indirectly results in LOGICALIS IP space being listed in any of the various abuse databases.

Without limiting any other right or remedy LOGICALIS may have, the methods of resolution below will typically form the framework for resolving User violations of LOGICALIS' AUP. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, LOGICALIS will work with CUSTOMER in resolving all potential violations prior to any Logicalis Facilities and Services interruptions.

Step 1: First notice of alleged or actual AUP violation: A support ticket is generated within the LOGICALIS Customer Portal under the primary user account with information regarding the alleged or actual violation of the AUP. This may be a fact-finding message that requests further information or notification to CUSTOMER of an alleged or actual violation and the required actions CUSTOMER must take to resolve the issue.

Step 2: Second notice of alleged or actual AUP violation: If a support ticket has been disregarded by CUSTOMER, not properly addressed by CUSTOMER, or not resolved by CUSTOMER within the specified period of time reasonably requested by LOGICALIS, LOGICALIS' staff will escalate the alleged or actual AUP violation to CUSTOMER's VP of Operations.

Step 3: Third notice of alleged or actual AUP violation: If a support ticket has been disregarded by CUSTOMER's VP of Operations, not properly addressed by CUSTOMER's VP of Operations, or not resolved by CUSTOMER's VP of Operations within the specified period of time reasonably requested by LOGICALIS, LOGICALIS' staff will escalate the alleged or actual AUP violation to CUSTOMER's President and CEO.

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that LOGICALIS may take to protect network integrity and operations, enforce and ensure compliance with this AUP. LOGICALIS reserves the right to recover any and all expenses, and apply any reasonable charges, in connection with a User's violation of this AUP.

CUSTOMER must reasonably cooperate with LOGICALIS' reasonable investigation of any suspected violation of the AUP. LOGICALIS reserves the right at all times to investigate any

actual, suspected, or alleged violations of this AUP, with such investigation to include accessing of data and records on, or associated with, the Logicalis Facilities and Services, with prior notice to CUSTOMER.

CUSTOMER is solely responsible for any User's use of the Logicalis Facilities and Services in violation of this AUP. LOGICALIS may charge CUSTOMER LOGICALIS' hourly rate (the "LOGICALIS Security Rate") to correct any User violation of this AUP or to repair any security breach (currently $250.00 billed in one-hour minimum increments), plus the cost of equipment and material needed to: (a) investigate, correct or otherwise respond to any violation or suspected User violation of this AUP, (b) remedy any harm caused to LOGICALIS or any of its customers by CUSTOMER's use of the Logicalis Facilities and Services in violation of this AUP, (c) respond to complaints, and (d) have LOGICALIS' Internet Protocol numbers removed from any "blacklist" such as SPEWs or other abuse databases. If the administrative accounts are disabled or demoted from administrator or root accounts by a User, CUSTOMER understands that in addition to any other remedies available to LOGICALIS, CUSTOMER may be charged the hourly LOGICALIS security rate to correct this situation, and no support can be provided to CUSTOMER without these accounts being enabled.

CUSTOMER shall take reasonable security precautions in light of each User's use of the Logicalis Facilities and Services. CUSTOMER is solely responsible for any breaches of security affecting the Logicalis Facilities and Services under a User's control. Each User shall protect the confidentiality of its password(s), and each User should change its password(s) periodically. A compromised server is potentially disruptive to LOGICALIS' network and other customers. Therefore, LOGICALIS may take a User's server off line if it is accessed or manipulated by a third party without CUSTOMER's consent.

LOGICALIS has no responsibility for any User material or information created, stored, maintained, transmitted or accessible on or through the Logicalis Facilities and Services and is not obligated to monitor or exercise any editorial control over such User material. In the event that LOGICALIS becomes aware that any such material created, stored, maintained, transmitted or accessible through the Logicalis Facilities and Services violates this AUP and/or exposes LOGICALIS to civil or criminal liability, LOGICALIS may block access to such material.

LOGICALIS further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that LOGICALIS believes is responsible for such violation. LOGICALIS also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way LOGICALIS' rights and remedies at law or in equity that may otherwise be available. LOGICALIS is under no duty, and does not by this AUP undertake a duty, to monitor or police User's activities and disclaims any responsibility for any User misuse of the LOGICALIS network. Unless otherwise stated in this Agreement, LOGICALIS disclaims any obligation to any person who has not entered into an agreement with LOGICALIS for use of Logicalis Facilities and Services.