



Master Products and Services Agreement

This Master Products and Services Agreement ("Agreement") shall take effect upon the execution of a Sales Order (the "Effective Date") by HostPapa, Inc., doing business as ColoCrossing, along with its affiliates (collectively referred to herein as "ColoCrossing"), and the organization whose authorized representative has executed the Sales Order, ("Customer"), each being a "Party", and collectively the "Parties".

General Terms and Conditions

1. Services. ColoCrossing shall supply the services ("Services") at the location ("Premises") specified in any duly executed sales quote ("Sales Order") to Customer, and Customer shall receive the Services from ColoCrossing, in accordance with the terms of this Agreement.
2. Other Services. Upon written request via ticket submission by Customer, ColoCrossing may, at its option, provide Customer with technical and non-technical support, such as equipment reboots, troubleshooting, Domain Name Server (DNS) and other support ("Other Services"), in connection with Customer's use of the Customer Space (as defined in Exhibit A, Co-Location Terms and Conditions, of this Agreement) and Bandwidth Services (as defined in Exhibit B, Bandwidth Terms and Conditions, of this Agreement). Unless the Parties agree otherwise, Customer shall pay for such Other Services in accordance with Exhibit C, Technical Support and Services Pricing, of this Agreement.
3. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for the term specified in the Sales Order ("Contract Term"), unless terminated by either Party as permitted by this Agreement. Following the end of the Contract Term, this Agreement shall continue to renew automatically in accordance with the renewal terms specified in the Sales Order (each a "Renewal Term" with the Contract Term and each Renewal Term being collectively the "Term"), unless otherwise terminated as permitted herein.
4. Payment.
 - 4.1 Customer shall pay ColoCrossing (collectively the "Fees") the Setup Cost and Recurring Cost, as specified in Sales Orders, any applicable charges for Other Services, and the cost (on an estimated or actual basis) of supplying electrical power to the Customer Space in excess of: (i) 5.0 amps for octals, (ii) 10 amps for quarter cabinets, and (iii) 20 amps for half, full or custom cages (the "Additional Power").
 - 4.2 ColoCrossing may, upon 30 days' notice prior to each anniversary of the Effective Date, change any Fees payable under this Agreement; provided, however, no increase in Fees shall in any event exceed three percent (3%) of the Fees paid in the previous 12-month period.
 - 4.3 Customer acknowledges that ColoCrossing is obligated to implement pass-through cost increases imposed on it by third party providers. ColoCrossing will endeavor to provide 60 days' notice of any such cost price increase necessitated by any such third party.
 - 4.4 Customer is responsible for all federal, state, provincial and local taxes, governmental assessments, surcharges and fees pertaining to Customer's use of the Services, (not including taxes based on ColoCrossing's income).
 - 4.5 Invoices shall be issued 30 days prior to payment due date. Customer shall pay by pre-authorized credit card, PayPal, ACH, wire transfer or by check drawn on immediately available funds, and payment shall be remitted to ColoCrossing at the address set forth above. A 3.5% service charge shall be imposed on all invoices paid via credit card or PayPal.
 - 4.6 Request for Review. If Customer has a concern about any amounts invoiced, Customer must pay the invoiced amount by the due date and submit a written request for review to ColoCrossing within 60 calendar days after the invoice was provided or applicable payment was made, whichever is later.
 - 4.7 Any payment not made when due shall be subject to interest of one percent (1%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%).

5. Termination. Either Party may terminate this Agreement: (a) on 30 days' written notice if (i) the other Party becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing, or (ii) the other Party commits a material default (which shall include without limitation any failure to make any payment, except for disputed amounts, when due) and fails to rectify such default within ten (10) days after being given notice of such default by the other Party; or (b) on 60 days written notice prior to the end of the Contract Term or any Renewal Term.
6. Survival. The provisions set forth in Sections 4 (Payment), 6 (Survival), 8 (Default), 9 (Reselling), 10 (Limitation of Liability), 11 (Indemnification), 12 (Force Majeure), 14 (Miscellaneous), Exhibit A, and Exhibit D of this Agreement shall survive termination of this Agreement.
7. Services Transition. In connection with the termination of this Agreement in whole or in part for any reason, Customer may request assistance from ColoCrossing in (a) developing a plan for transferring and transitioning the expiring or terminated Services to Customer or to a third party designated by Customer, (b) identifying necessary personnel requirements, and (c) carrying out other or additional services mutually agreed upon by the Parties to complete the transition ("Services Transition"). Any request for Services Transition must be (i) submitted in writing at least 10 days before the termination date, (ii) approved, and assessed a fee if applicable, by ColoCrossing, and (iii) agreed to by Customer in writing. During the Services Transition period, Customer shall pay all Fees and any other amounts due and payable and, if Customer fails to pay such Fees and amounts, ColoCrossing shall be permitted to immediately terminate Services without further obligation or liability to Customer. Customer shall pay to ColoCrossing all accrued and unpaid Fees and charges no later than 30 days following the end of the Services Transition. Notwithstanding the above, the provision of any transition assistance is subject to ColoCrossing's discretion.
8. Default. If Customer is in default of any of its obligations under this Agreement, then ColoCrossing may in its sole discretion do any or all of the following: (i) with 10 days' notice suspend access to the Customer Space, as defined in Exhibit A, or ColoCrossing Premises, (ii) if Customer's default is for non-payment of any undisputed Fees due to ColoCrossing, exercise all the rights and remedies of a secured party under applicable law, with the minimum notice (if any) required by law, and (iii) if ColoCrossing terminates this Agreement in accordance with Section 5, after such termination is effective, remove the Equipment from the Customer Space, store the Equipment (as defined in Exhibit A) at another location at Customer's expense, and license the Customer Space to a third party.
9. Reselling. Upon ColoCrossing's prior written approval, which shall not be unreasonably withheld or delayed, Customer in the normal course of its business may resell to its clients use of the Customer Space and Bandwidth Services provided by ColoCrossing to Customer subject to all the terms of this Agreement, except that Customer shall not allow such clients to interconnect with other users in the Premises. Such clients shall be deemed to be Customer's contractors to the extent they or their representatives are present at the Premises. Customer shall act as the single point of contact with ColoCrossing with respect to Customer's clients. Customer shall remain responsible for all fees or other costs under this Agreement incurred by Customer's clients, whether with or without the consent of Customer. Customer either shall cause such clients to be covered by Customer's insurance coverages as required by this Agreement or shall cause such clients to obtain such insurance independently. Any act or omission of any such client that would be a breach of this Agreement if committed by Customer shall be deemed a breach of this Agreement by Customer. Customer shall defend, indemnify and hold harmless ColoCrossing, and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such client that would be a breach of this Agreement if committed by Customer, and (ii) any claim by any such client arising from use of the Premises or services provided by ColoCrossing under this Agreement or otherwise from performance or non-performance by a Party in any manner related to this Agreement.
10. Limitation of Liability. CUSTOMER ACKNOWLEDGES THAT COLOCROSSING PERMITS OTHER LICENSEES TO INSTALL THEIR EQUIPMENT IN THE PREMISES. COLOCROSSING SHALL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY CUSTOMER (OR ITS CLIENTS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, OR FAILURES TO ACT. THE LIMIT OF COLOCROSSING'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO CUSTOMER (OR ITS CLIENTS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS, EXCEPT FOR CLAIMS RELATED TO BREACH OF CONFIDENTIALITY, BODILY INJURY, DEATH, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO COLOCROSSING UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 2 MONTHS FROM THE DATE THE CLAIM AROSE. IN NO EVENT SHALL COLOCROSSING BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER.
11. Indemnification.
 - 11.1 Customer shall indemnify, defend and hold ColoCrossing its affiliates, officers, directors, licensees, licensors, and vendors harmless from any and all claims, losses, damages and expenses, including, without limitation, reasonable legal fees and court costs, or liabilities arising from or related to: (i) Service misuse or a violation of any other provision of this Agreement; (ii) any claim of infringement of any intellectual property or other proprietary interest based on the possession or use of any Service(s), software or equipment furnished to Customer or Customer's end-user(s) and/or customer(s); (iii) any claim that content, or the manner in which Customer or Customer's customer(s) and/or end user(s) make use of the Service(s), constitutes an infringement of any patent, copyright, trademark, trade secret, or other right of any third party; (iv) any acts

or omissions of Customer, its employees, agents, contractors, invitees, licensees, visitors, and/or customer/end-users; and/or (v) any injury or damage to the person, property, or business of ColoCrossing its employees, agents, contractors, invitees, licensees, visitors, and/or customer(s)/end-user(s).

- 11.2 ColoCrossing shall indemnify and hold Customer harmless from and against any loss, cost, claim, damage and/or expense (including without limitation legal fees and costs of suit) arising out of or from: (i) the breach of this Agreement by ColoCrossing or any agent, servant or employee thereof; (ii) ColoCrossing's direct negligence, willful misconduct, or failure to comply with applicable laws and regulations, resulting in damage to the Customer's Equipment, except insofar as such loss, cost, claim, damage or expense is caused by the negligence or willful misconduct of Customer.
12. Force Majeure. Neither Party shall be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the Party affected ("Force Majeure"). If any Force Majeure occurs, the Party claiming the Force Majeure shall promptly notify the other Party. The Party claiming the Force Majeure shall use commercially reasonable efforts to eliminate or remedy the Force Majeure. This Section shall not apply to or excuse a failure by Customer to make any payment to ColoCrossing when due.
13. Insurance. Both Parties will maintain adequate insurance coverage throughout the term of this Agreement with limits suitable for the nature and scope of the Services under this Agreement.
14. Miscellaneous.
 - 14.1 Governing Law. The terms and conditions set forth herein, and all issues related to the subject matter thereof, will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada without regard to any conflicts of law provisions.
 - 14.2 Notices. Every notice, approval, request, authorization, direction or other communication under this Agreement shall be delivered and given in writing to a Party and shall be deemed to have been delivered and given to such Party for all purposes (i) on the delivery date, if delivered personally, (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by courier, or (iii) upon completion of transmission, if sent via facsimile or email with a confirmation of successful transmission.
 - 14.3 Compliance With Laws. The Parties shall comply with all applicable laws, regulations, and ordinances.
 - 14.4 Assignment. Neither Party may assign this Agreement or any of its rights or obligations or the license hereunder, without the prior written consent of the other Party, except that ColoCrossing may assign this Agreement and/or any or all of its rights, interests, and obligations hereunder to a controlling entity or one or more of its affiliates.
 - 14.5 Reservation of Rights. ColoCrossing reserves all rights not specifically granted herein.
 - 14.6 Entire Agreement. This Agreement supersedes all previous agreements between the Parties. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the Parties with respect thereto.
 - 14.7 Warranty. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, COLOCROSSING MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
 - 14.8 Modifications. This Agreement may not be altered, amended or modified, except in writing and signed by both Parties.
 - 14.9 No Waiver. No failure or delay in enforcing any right or exercising any remedy shall be deemed a waiver of any right or remedy.
 - 14.10 Severability and Reformation. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
 - 14.11 Publicity. ColoCrossing shall not (i) make any mention of this Agreement in any advertisement or promotional material, or (ii) issue or release any publicity statement or release concerning this Agreement or the Services provided, or to be provided, hereunder, without the written consent of Customer being first obtained.

- 14.12 Remedies Not Exclusive. The remedies available to the Parties under this Agreement are cumulative and not exclusive to each other, and any such remedy shall not be deemed or construed to affect any right which either of the Parties is entitled to seek at law, in equity or by statute.
- 14.13 Relationship. The relationship of ColoCrossing to Customer shall be that of an independent contractor, and neither ColoCrossing nor any employee of ColoCrossing shall be deemed to be an agent or employee of Customer.
- 14.14 Further Assurances. In order to give full effect to the provisions of this Agreement and to facilitate the successful performance of each Party's obligations hereunder, each Party shall provide reasonable assistance to the other. Upon reasonable request, each Party shall promptly execute and deliver, at the requesting Party's expense, such additional documents and assurances and take such further actions as may be reasonably necessary to fulfill the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be afforded by this Agreement
- 14.15 Liens and Encumbrances. Customer (and its clients) shall not have the power, authority or right to create and shall not permit any lien or encumbrance, including, without limitation, tax liens, mechanics' liens, builders liens or other license or encumbrances with respect to work performed, in connection with the Equipment or use of the Customer Space.
- 14.16 Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of 60 days, then, upon notice by either Party to the other, then the dispute shall be referred to arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 14.17 Order of Precedence. In the event of a conflict between the terms of the Sales Order and the terms herein, the Sales Order shall take precedence.
- 14.18 Confidentiality: Each Party acknowledges that, in the course of performing its obligations under this Agreement, it may receive information that is designated by the other Party as confidential and proprietary, such as maps, pricing, financial details, network routes, design data, methodologies, specifications, and locations ("Confidential Information"). All such Confidential Information is deemed to be the sole property of the Party providing the information (the "Disclosing Party") and will be maintained in strict confidence by the Party receiving the information (the "Receiving Party"). The Receiving Party shall not use or disclose the Confidential Information of the Disclosing Party except as expressly permitted under the terms of this Agreement or as explicitly authorized in writing by the Disclosing Party. Access to Confidential Information shall be restricted to those employees, subcontractors, or agents of the Receiving Party who require such access for purposes consistent with this Agreement and who are bound by confidentiality obligations no less stringent than those set forth herein. Confidential Information does not include information that (i) becomes publicly known through no fault of the Receiving Party, (ii) is independently developed by the Receiving Party without reliance on the Disclosing Party's Confidential Information, or (iii) is lawfully received by the Receiving Party from a third party without a duty of confidentiality. Should the Receiving Party be compelled by law, regulation, court order, or other legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure, and will disclose only the minimum amount of Confidential Information required to be disclosed, thereby ensuring that all remaining Confidential Information continues to be treated in accordance with this Agreement.

Exhibit A

COLOCATION TERMS AND CONDITIONS

1. Grant of License. Subject to the terms of this Agreement, ColoCrossing hereby grants to Customer, as of the Effective Date, a nonexclusive license to install, operate, replace, remove and maintain communications equipment, cabling, connections, associated hardware and accessions ("Equipment" or "Customer's Equipment") in the Co-location Space specified in the Service Table of the Sales Order (the "Customer Space"), in the Premises during the Term. The license granted in this Agreement is a license of space only, and does not create an ownership interest or property rights of any nature in ColoCrossing's real or personal property.
2. Installation and Requirements. Customer shall be responsible for the delivery and installation of the Equipment and the connection of the Equipment to telecommunications lines and power. Except with ColoCrossing's prior written approval and subject to the terms of this Agreement, Customer may only install or remove Equipment upon reasonable prior written notice to ColoCrossing and during the normal course of business Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Standard Time. Customer shall only install or place Equipment in the Customer Space. ColoCrossing reserves the right to approve of Customer's technicians and other contractors. During the Term, Customer shall immediately notify ColoCrossing of any space, power or other requirements associated with the installation or operation of the Equipment. ColoCrossing shall have no duty to monitor, maintain or care for the Equipment unless otherwise agreed.
3. Maintenance and Use of Premises. Customer, at its own cost and expense, shall protect, maintain and keep in good order the Customer Space and any Equipment in such space. Customer shall ensure that neither Customer nor its employees, agents, contractors or invitees damage any part of the Premises or any property located in or about the Premises, or interfere, or allow the Equipment to constitute a hazard to or to interfere with, ColoCrossing or any other user of the Premises or any equipment owned or used by ColoCrossing or any other user of the Premises. Customer shall not make any alterations or installations of any kind to the Premises without the prior written consent of ColoCrossing.
4. Insurance. Further to Customer's obligations in Section 13 of the General Terms and Conditions, Customer shall keep in full force and effect during the term of the Agreement: (a) comprehensive general liability insurance, including contractual liability insurance, in an amount not less than \$1,000,000 per occurrence, providing for the investigation, defense and satisfaction (by settlement or otherwise) of any claim under the Agreement and (b) "All Risk" Property insurance covering all of Customer's personal property located at any of ColoCrossing's facilities. Customer acknowledges that (i) it retains the risk of loss for, or damage to, its equipment and other personal property located at any of ColoCrossing's facilities; and (ii) ColoCrossing's insurance policies do not provide coverage for Customer's equipment or other personal property. Customer's general liability policy shall indicate that insurer provides the primary insurance for any claims under the Agreement and shall include a provision denying insurer subrogation rights against ColoCrossing or the ColoCrossing indemnitees. Upon request, Customer shall cause the insurance company issuing such policy to issue a certificate to ColoCrossing confirming that such policy is in full force and effect and provides coverage to ColoCrossing and ColoCrossing indemnitees as additional insureds and confirming that before any cancellation or material modification, the insurance company will provide ColoCrossing with 30 days' prior written notice. Customer shall require any contractor, customer or other third party entering a ColoCrossing facility on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer.
5. Immediate Threats. In the event of an incident or immediate threat affecting Customer's Equipment, both Parties will promptly collaborate and provide assistance to mitigate the impact and ensure the safety and security of personnel and assets. If, in the determination of ColoCrossing, acting reasonably, the Customer's Equipment poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment of ColoCrossing or any other user of the Premises, or poses an immediate threat to the safety of any person (an "Immediate Threat"), then ColoCrossing may perform such work and take such other actions that it may consider necessary without prior notice to Customer and without liability for damage to the Equipment or for any interruption of Customer's (or its clients') businesses. An Immediate Threat includes, but is not limited to, infrastructure failure such as power distribution unit failure, natural disaster such as fire, explosion or severe weather and, regulatory investigation such as lawful requests. In the event of an Immediate Threat, ColoCrossing will promptly notify Customer, providing details of the incident, the action taken (if any), and the potential impact on Customer's Equipment. ColoCrossing will promptly initiate an investigation into the incident to identify the cause of the Immediate Threat and any steps taken to mitigate it. Throughout this process, ColoCrossing will maintain open lines of communication with Customer, providing updates and seeking input as necessary.
6. Intervention. If any part of the Equipment is not placed and maintained in accordance with this Agreement, and Customer fails to correct the violation/deficiency within 7 days after receipt of written notice thereof from ColoCrossing, then ColoCrossing may, at its option, without further notice to Customer, correct the violation/deficiency at Customer's expense without liability for damages to the Equipment or interruption of Customer's (or its clients') businesses. As soon as practicable thereafter, ColoCrossing shall advise Customer in writing of the work performed or action taken. Customer shall immediately reimburse ColoCrossing for all expenses reasonably incurred by ColoCrossing associated with any work or action performed by ColoCrossing with respect thereto.
7. Relocation. From time to time, the relocation of Customer's Equipment may be necessitated by maintenance, upgrades, optimization of space utilization, or other operational requirements of the Premises. In such cases, ColoCrossing reserves the right to relocate Customer's equipment within the Premises, provided that at least thirty (30) days' written notice is given to Customer.

ColoCrossing shall bear all costs associated with the relocation and shall make commercially reasonable efforts to minimize disruption to Customer's operations, ensuring that the same level of security and compliance is maintained throughout the process.

8. Periodic Inspections. ColoCrossing reserves the right (upon 30 days prior notice to Customer) to make periodic inspections of any part of the Customer Space or Equipment, provided that Customer shall have the right to have one or more of its employees or representatives present during any such inspection.

9. Access. Subject to the terms of this Agreement, Customer shall have access to the Premises during the Term. Customer shall cause its employees, agents, contractors or invitees who have access to the Premises to conform to all ColoCrossing rules and regulations (as amended by ColoCrossing from time to time). Failure to comply with the payment terms may result in denial of access as set forth in Section 9 of the Agreement.

10. Co-location facility Rules and Regulations. ColoCrossing may vary these rules and regulations from time to time in its sole discretion, and Customer shall comply with all other reasonable security requirements that ColoCrossing may impose from time to time, provided that Customer has been given 30 days' notice in writing.

10.1 All Customer employees, agents, contractors or invitees ("Customer Persons") having access to the Premises must be approved in advance by ColoCrossing. Approval by ColoCrossing does not release Customer from its responsibilities pursuant to this Agreement, nor by approving such Customer Persons does ColoCrossing waive its right to be indemnified by Customer.

10.2 Customer must provide ColoCrossing with particulars, including a current photograph of each Customer Person, before that Customer Person is given access to the Premises.

10.3 No more than three Customer Persons shall be authorized to have access to the Premises at any time. Additional Persons may be allowed for the limited purpose of Equipment removal.

11. Removal of Equipment. Upon termination, unless prohibited by ColoCrossing as permitted by this Agreement, Customer shall remove the Equipment from the Premises. Unless the Parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination, ColoCrossing shall have the right to remove, relocate, or otherwise store the Equipment at Customer's expense without liability to Customer. If after 30 days of such storage by ColoCrossing Customer has not retrieved the Equipment and paid any indebtedness owing to ColoCrossing, then ColoCrossing may exercise all the rights and remedies of a secured party under applicable law including, without limitation, ColoCrossing may sell the Equipment to third parties and use the proceeds of such sale to satisfy any such indebtedness as well as any costs (including reasonable legal fees) incurred by ColoCrossing in exercising any remedy under this Agreement.

12. Ownership of Equipment. Customer represents and warrants that it either owns all Equipment or has all necessary rights to locate the Equipment in the Premises.

13. Consent to Video Monitoring. Customer acknowledges, agrees and hereby consents under applicable privacy laws that ColoCrossing may monitor the Premises by way of closed circuit television or other monitoring device for the purposes of maintaining the safety and security of the Premises, any equipment in the Premises, and any persons using or present in the Premises from time to time.

Exhibit B

BANDWIDTH TERMS AND CONDITIONS

1. Bandwidth Services. ColoCrossing shall provide to Customer the internet connectivity, I.P. addresses and internet traffic services (collectively, the "Bandwidth Services"), as specified in the Sales Order (as amended by the Parties from time to time), in accordance with the terms of this Agreement, including the Service Level Agreement contained herein. Customer shall comply (and shall cause its clients to comply as if those clients were the Customer) with Exhibit D, Acceptable Uses Policy (as amended by ColoCrossing from time to time) herein. ColoCrossing shall have the right, but not the obligation, without prior notice, to monitor online conduct and communications, in order to verify compliance with this Agreement and applicable law. The security for transmissions made using the Bandwidth Services is the responsibility of Customer. Customer's sole remedy for any interruption of Bandwidth Services shall be to receive refunds in accordance with the Service Level Agreement. Customer shall defend, indemnify and hold harmless ColoCrossing, and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any action or claim by a third party against the Indemnities asserting an intellectual property right violation or any other third party claims which concern Customer's (or its clients') use of the Bandwidth Services (including without limitation transmission of any message, information, software or other materials, or service interruptions).

2. IP Addresses. Any IP Addresses allocated to Customer by ColoCrossing must be maintained by Customer in an efficient manner as deemed by ARIN and utilized at not less than 80% within 30 days of assignment by ColoCrossing to Customer. Failure to comply with this Section may result in the revocation of IP Addresses by ColoCrossing after five days' notice to Customer.

3. Traffic Billing.

- For purposes of billing, traffic is measured as of the last day of each month.
- Traffic is measured using MRTG.
- Real-time access to MRTG data is available via a Web interface.
- Traffic data is captured on the ColoCrossing switch associated with the customer connection.
- All BGP customers shall be charged based on the 95th percentile method.

Exhibit C TECHNICAL SUPPORT AND SERVICES PRICING

Network Operations Support (remote hands)

Operations Support (8am-5pm, Mon-Fri)	\$200.00/hour	billed in 15-minute increments
Operations Support (Outside Business Hours)	\$200.00/hour	billed in 15-minute increments
Network Engineering	\$250.00/hour	billed in 15-minute increments

Network Operations Support (remote hands)

24-hour System monitoring	\$100.00/month/I.P.
Primary & Secondary DNS	\$50.00/year/domain
Domain Name changes	\$10.00/domain
Additional Access Cards (key included)	\$50.00/card

Exhibit D

ACCEPTABLE USES POLICY (AUP)

Customer agrees to use Bandwidth Services only for lawful purposes, in compliance with all applicable law. Specific activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior. Violating United States export control laws for software or technical information.
- Misrepresenting or fraudulently representing products/services using Customer's account. Transmission, distribution, or storage of any material in violation of any applicable law or regulation.
- Transmission, distribution, or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, and material that is obscene, defamatory, an invasion of privacy or constitutes an illegal threat, or is otherwise illegal.
- Facilitating, aiding, or encouraging any of the above activities, whether using ColoCrossing's network or service by itself or via a third party's network or service.
- Interference with a third party's use of ColoCrossing's network or service, or ability to connect to the Internet or provide services to Internet users.
- Transmission, distribution, or storage of any material that is slanderous or libelous.
- Transmission, distribution, or storage of any material that is considered child pornography or otherwise prohibited by law.

Email

Sending unsolicited email messages, including, without limitation, commercial advertising, and informational announcements, is explicitly prohibited. Customer shall not use another site's mail server to relay email without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside ColoCrossing network. It is also strictly forbidden to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE). A Customer's connectivity may be terminated without delay if the Customer has been documented on a recognized SPAM abuse list or if the Customer has previously been denied access from another provider due to AUP violations.

System and Network Security

Customer is prohibited from utilizing ColoCrossing services to compromise the security or tamper with system resources or accounts on computers at the Premises or at any third-party site.

Specific activities that are prohibited include, but are not limited to:

- Use or distribution of tools designed for compromising security.
- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. Intentionally or negligently transmitting files containing a computer virus or corrupted data.

Violation

ColoCrossing, in its sole discretion, shall determine what action shall be taken in response to a violation on a case-by-case basis. Violation of this AUP could also subject Customer to criminal or civil liability. ColoCrossing may block access at the router level to Customer's Equipment involved. If ColoCrossing believes, in its sole discretion, that a violation of this AUP has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to the equipment, and the suspension or termination of Customer's Services under this Agreement. ColoCrossing may involve and shall also fully cooperate with law enforcement authorities (including compliance with court orders) in investigating suspected lawbreakers.

Reporting Copyright Violations.

ColoCrossing complies with the Digital Millennium Copyright Act ("DMCA"). ColoCrossing encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to:

ColoCrossing
ATTN: DMCA Notices
325 Delaware Avenue, Suite 300
Buffalo, NY 14202

Telephone Number of Designated Agent: 800.518.9716
Facsimile Number of Designated Agent: 716.335.9628
Email Address of Designated Agent: dmca@colocrossing.com

For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement. (For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).):

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner. Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit ColoCrossing to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- You should be aware that, under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and legal fees.

ColoCrossing reserves the right to suspend or terminate any Customer pursuant to any valid DMCA complaint. Furthermore, ColoCrossing, in its sole discretion, may suspend or terminate, without notice, any User that ColoCrossing determines is a repeat copyright infringer.

ColoCrossing reserves the right to modify this AUP at any time without notice.

Customer is responsible for all use of the Bandwidth Services by itself, its employees, agents, contractors, invitees and clients, whether such use is with or without the consent of Customer.

Exhibit E

SERVICE LEVEL AGREEMENT (SLA)

ColoCrossing Network has implemented a high-availability Internet Transit network infrastructure, available within secure colocation facilities. This has been accomplished by the following:

- All upstream connections make use of hot standby router protocol
- Multiple upstream providers.
- Fully redundant internal backbone networks. All network devices have onsite spares.
- All key network components are monitored 24x7.

What is covered by ColoCrossing's 100% Uptime SLA

- ColoCrossing Bandwidth
- ColoCrossing Power
- Cross Connections to ColoCrossing Bandwidth Network

What is covered by ColoCrossing's 4-hour hardware replacement Guarantee?

- ColoCrossing Owned Equipment

What is not covered by ColoCrossing's guarantee or SLA?

- Cross Connections to 3rd parties
- Hardware owned by Customer.

Service Level Agreement Terms for Onsite Colocation Customers

ColoCrossing shall provide 100% uninterrupted transit to the Internet to all colocation Customers who have purchased said service from ColoCrossing. Should transit to the Internet become unavailable for a cumulative period up to one hour in any one calendar month, Customer shall receive a refund equivalent to one day of Customer's prorated Fees for that month. Customer shall receive an additional refund of one day of the pro-rated monthly internet connectivity Fees for each additional hour, or portion thereof, of unavailability. ColoCrossing guarantees that Customers who purchase redundant power configurations (described as "A+B redundant circuits) shall receive 100% uninterrupted access to electrical service. Should both sides of a redundant power configuration experience a failure and become unavailable for a cumulative period up to one hour in any one calendar month, Customer shall receive a refund equivalent to one day of Customer's prorated Fees for that month. Customer shall receive an additional refund of one day of the pro-rated monthly electrical Fees for each additional hour, or portion thereof, of unavailability. All refund calculations shall be based on unavailability in one-hour increments. The above agreement does not cover outages caused by equipment and/or events not under the direct control of ColoCrossing or caused by individuals not directly employed by ColoCrossing. This Service Level Agreement does not cover outages due to scheduled or emergency network and/or facility maintenance, which shall be broadcast to all Customers in advance, and shall not exceed 20 minutes per month.

All refunds to Customer will not exceed 50% of Customer's Fees for the month in which the refund is paid.

Performance Guarantee

ColoCrossing shall maintain its network in such a manner as to provide all Customers the best possible performance to the Internet. To achieve this ColoCrossing makes the following guarantees to all onsite Internet Customers:

- 100% guaranteed uninterrupted transit to the Internet.
- Zero packet loss internal to ColoCrossing network

In addition to the above performance guarantees ColoCrossing will take all possible measures to ensure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the Internet using its best possible upstream link.