

Acceptable Use Policy

This Acceptable Use Policy (the "Policy") defines acceptable practices relating to the use of OFFSITE's services (the "Service") by customers of OFFSITE ("Customers") and by users that have gained access to the Service through Customer accounts ("Users"). By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. While it is not our intent to control or monitor online experience or the content of online communications, we may edit or remove content that we deem to be in violation of the Policy or that we otherwise deem unlawful, harmful, or offensive. The Policy applies to all aspects of the Service. "OFFSITE" means OFFSITE, LLC. "OFFSITE Network" includes, without limitation, OFFSITE's constructed or leased transmission network, including all equipment, systems, facilities, services, and products incorporated or used in such transmission network. As used in this Policy, "you" refers to Customers, and any reference to "Users" is intended to encompass, as applicable, both Customers and their Users.

This Policy is designed to assist in protecting the OFFSITE Network, the Service, our Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve Service and to improve Service offerings. In situations where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the OFFSITE Network must also conform to the applicable acceptable use policies of such other ISPs.

1. RIGHTS OF OFFSITE

1.1 Suspension or Termination of Service: If Users engage in conduct or a pattern of conduct, including without limitation repeated violations by a User whereby correction of individual violations does not in OFFSITE's sole discretion correct a pattern of the same or similar violations, while using the Service that violates the Policy, or is otherwise illegal or improper, OFFSITE reserves the right to suspend and/or terminate the Service or the User's access to the Service. OFFSITE will generally attempt to notify you of any activity in violation of the Policy and request that the User cease such activity; however, in cases where the operation of the OFFSITE Network is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Service, harassment or copyright infringement, we reserve the right to suspend or terminate your Service or the User's access to the Service without notification. In addition, we may take any other appropriate action against you or a User for violations of the Policy, including repeated violations wherein correction of individual violations does not in OFFSITE's sole discretion correct a pattern of the same or similar violations. OFFSITE reserves the right to avail itself of the safe harbor provisions of the Digital Millennium Copyright Act. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring using the Service and will have

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no liability to any party, including you, for any violation of the Policy.

1.2 Cooperation with Investigations: OFFSITE will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. OFFSITE reserves the right to disclose customer information to the extent authorized by federal or state law. **OFFSITE** reserves the right, at its sole discretion, to conduct licensing audits, either directly or through an authorized third-party, of all hardware, software, and appliances that are subject to variable usage models or governed by licensing agreements between **OFFSITE** and third-party licensors.

The **Customer** shall be solely responsible for ensuring full compliance with all applicable licensing regulations and restrictions. In the event that additional licensing is required to maintain compliance, the **Customer** shall be obligated to promptly notify **OFFSITE** in writing and either procure the necessary licenses directly from **OFFSITE** or purchase such licenses from an authorized source. Failure to comply with these licensing requirements may result in enforcement actions, including but not limited to, suspension or termination of services and any applicable legal remedies available to **OFFSITE**.

1.3 Modifications to Policy: OFFSITE reserves the right to modify this Policy at any time without notice. We will attempt to notify Customers of any such modifications either via e-mail or by posting a revised version of the Policy on our Web site.

Any such modifications shall be effective and applied prospectively from the date of posting.

1.4 Filters and Service Information: We reserve the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, you consent to allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes.

2. PROHIBITED USES

2.1 Illegal Activity: The Service shall not be used for any unlawful activities or in connection with any criminal or civil violation and the Services shall in all cases be used in compliance with applicable law. Use of the Service for transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful. All costs related to an OFFSITE response to requests by law enforcement agencies will be invoiced to Customer and Customer agrees that such invoices are valid.

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2.2 Unauthorized Access/Interference: A User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation or security of, any portion of the OFFSITE Network. A User may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. A User may not use the Service to monitor any data, information or communications on any network or system without authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

2.3 Unsolicited Commercial

Email/Spamming/Mail bombing: A User may not use the Service to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient is prohibited. In addition, "spamming" or "mailbombing" is prohibited. Use of the service of another provider to send unsolicited commercial email, spam or mailbombs, to promote a site hosted on or connected to the OFFSITE Network, is similarly prohibited. Likewise, a User may not use the Service to collect responses from mass unsolicited e-mail messages. OFFSITE may in its sole discretion rely upon information obtained from anti-spamming organizations (including for example and without limitation spamhaus.org, spamcop.net, sorbs.net, and abuse.net) as evidence that a User is an active "spam operation" for purposes of taking remedial action under this Policy.

2.4 Spoofing/Fraud: Users are prohibited from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information. A User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify a User's identity in connection with use of the Service is prohibited.

2.5 USENET Postings: All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by OFFSITE in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter.

2.6 Complaints: OFFSITE receives complaints directly from Internet users, through Internet organizations and through other parties. OFFSITE

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shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. OFFSITE has no obligation to forward the complaint to the User or to identify the complaining parties. The following activities are also prohibited:

- Intentionally transmitting files containing a computer virus or corrupted data.
- If we have specified bandwidth limitations for your user account, use of the Service shall not be in excess of those limitations. If a User is accessing the Service via a dial-up connection, we may terminate the user session if the User is connected for more than 7 days in order to protect OFFSITE Network resources and maintain Service availability for others.
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of OFFSITE's services.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate

this AUP, which includes the facilitation of the means to deliver unsolicited commercial email.

- Any activity that disrupts, degrades, harms or threatens to harm the OFFSITE Network or the Service.
- Any use of another party's electronic mail server to relay email without express permission from such other party is prohibited.
- Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in this Policy, may result in suspension or termination of the User's access to or use of the Service.

This listing of prohibited activities is not exhaustive and OFFSITE reserves the right to determine that any conduct that is or could be harmful to the OFFSITE Network, OFFSITE's Customers or Internet users is in violation of this Policy and to exercise any or all of the remedies contained in this Policy.

3. RESPONSIBILITIES OF CUSTOMERS

Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. You agree immediately to notify OFFSITE of any unauthorized use of your account or any other breach of security known to you. If you become aware of any violation of this Policy by

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any person, including Users that have accessed the Service through your account, you are required to notify us.

3.1 Impending Security Event Notification: All Users of the OFFSITE Network are responsible for notifying OFFSITE immediately if they become aware of an impending event that may negatively affect the OFFSITE Network. This includes extortion threats that involve threat of "denial of service" attacks, unauthorized access, or other security events.

3.2 Configuration: All Users of the OFFSITE Network are responsible for configuring their own systems to provide the maximum possible accountability. OFFSITE shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by OFFSITE. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol)

Server, the User is responsible for re-configuring the system to stop the abuse.

3.3 Complaints: In most cases, we will notify our Customer(s) of complaints received by us regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. We may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

4. PRIVACY

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our Online Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."

5. FACILITY CODE OF CONDUCT

5.1 Recycling and Garbage

- No cardboard boxes in any server areas. Cardboard creates dust and can be a trip hazard. Boxes stored in walkways or near

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- servers can also create a fire hazard and a possible code violation.
- OFFSITE has a strict policy requiring the recycling of clean paper and paper products. Please place wastepaper in a blue bin. Such bins are located throughout the facility.
- If empty boxes need to be removed, contact facilitiesupport@off-site.com or contact the front desk and OFFSITE personnel will handle.
- Electronic recycling and certified storage drive destruction are available upon request. If unused equipment needs to be removed, please identify such equipment as "Please Recycle" or "Please Destroy", and send request to facilitiesupport@off-site.com

5.2 Racking and Cabling

- All Equipment shall only be plugged directly into OFFSITE provided power strips (PDUs) mounted in the rack.
- All equipment powered on must be stored within the confines of the server rack.
- Power Strips (PDUs) are not permitted to be plugged into an OFFSITE provided PDUs. Automatic Transfer Switches (ATS) may be used upon written approval from OFFSITE Facilities Team.
- Wall outlets are for convenience only and not intended for critical equipment.
- Customers shall not run power cabling between racks. This is intended to protect both OFFSITE and the customer from unexpected and unwanted downtime.

- Front and back doors on rack(s) must be closed when unattended or immediately after work has been completed.
- A clear pathway around each rack is required. This includes the front, back, and sides.
- Nothing is to be stored on top of racks.

5.3 Personal Activity

- No food or drink in server rooms
- Any food brought on site must be removed each day.
- Client agrees to refrain from smoking or vaping inside the facility and is aware that it could result in a fine starting at \$25 or client to be responsible for the reimbursement of Fire Department Fees and equipment recharge in the event of system being triggered.
- All guests without access cards must check in at Alpha Building Front Desk.
- Tailgating is prohibited and can result in a \$25 fine.
- Professional conduct and appropriate business attire is always required in the facility.
- In the event of overnight testing and projects, customer and customer representatives shall give OFFSITE a 48-hour notice.
- Customer and customer representatives are not allowed to remain in the facility overnight without express permission from their supervisor and OFFSITE management.



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- Sobriety is required at all times. Alcoholic beverages are not allowed to be consumed on OFFSITE premises unless approved by OFFSITE Management. Under no circumstances is alcohol or the consumption thereof allowed within client suites.

6. ADDITIONAL TERMS AND CONDITIONS

The use of the OFFSITE Network by a Customer of OFFSITE is subject to the terms and conditions of any agreements entered into by such Customer and OFFSITE. This Policy is incorporated into such agreements by reference.



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OFFSITE, LLC

FEIN: 37-145052

BY: _____

NAME (print): _____

TITLE: _____

DATE: _____

Company:

FEIN:

BY: _____

NAME (print): _____

TITLE: _____

DATE: _____