



Network Services Acceptable Use Policy

Key Comment

This policy provides Cologix customers ordering network services from Cologix with standards and rules regarding their use of such services.

Who Should Read this?

All Cologix customers ordering network services.

This Network Services Acceptable Use Policy (this "Policy") defines acceptable practices relating to the use of Cologix's network services (each, a "Service" and, collectively, "Services") by customers ("Customers") of Cologix, Inc. and each of its affiliates ("Cologix") and by users that have gained access to a Service through a Customer's account ("Users"). By using a Service, you acknowledge that you and your Users are responsible for compliance with this Policy. You are responsible for violations of this Policy by any User that accesses a Service through your account, which includes without limitation Users for whom you provide services as a reseller of Cologix's Services. As used herein, "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 Cologix Network (as defined below), the Services, Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve Services and to improve Services offerings. In situations where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the Cologix Network must also conform to the applicable acceptable use policies of such other ISPs. "Cologix Network" means Cologix's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network

RIGHTS OF COLOGIX

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 Cologix's sole discretion correct a pattern of the same or similar violations, while using the Services that violates this Policy, or is otherwise illegal or improper, Cologix reserves the right to suspend and/or terminate the Service or the User's access to the Services. Cologix will generally attempt to notify you of any activity in violation of this Policy and request that your User ceases such activity; however, in cases where the operation of the Cologix 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 Services, harassment or copyright infringement, we reserve the right to suspend or terminate your Services or the User's access to the Services without notification. In addition, we may take any other appropriate action against you or your User for violations of this Policy. Cologix 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 during the use of the Services and will have no liability to any party, including you, for any violation of this Policy.

Cooperation with Investigations

Cologix will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. Cologix reserves the right to disclose Customer information to the extent authorized and/or required by Federal or State law. As a reseller Customer of Cologix's Services (if applicable), by using and accepting Services, you consent to our disclosure to any law enforcement agency, without the need for subpoena, of your identity as the service provider of record (including basic contact information), as applicable, for any User about whom Cologix is contacted by the law enforcement agency. In instances involving child pornography, Cologix complies with all applicable Federal and State laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

Modifications to Policy

Cologix reserves the right to modify this Policy at any time without notice. We will notify Customers of any such modifications by posting a revised version of this Policy on our website. Any such modifications shall be effective and applied prospectively from the date of posting.

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 Services. By accepting and using the Services, 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.

PROHIBITED USES

Illegal Activity

The Services 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 Services 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.

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 Cologix Network. A User may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or the Internet. A User may not use the Services 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.

Unsolicited Commercial Email/Spamming/Mailbombing

A User may not use the Services 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 Cologix Network, is similarly prohibited. Likewise, a User may not use the Services to collect responses from mass unsolicited e-mail messages. Cologix 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.

Spoofting/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 Services is prohibited.

Additional Prohibited Activities

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 Services shall not be in excess of those limitations. If a User is accessing the Services 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 Cologix 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 Cologix's Services.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to deliver unsolicited commercial email.
- Any activity that disrupts, degrades, harms or threatens to harm the Cologix Network or the Services.
- Any use of another party's electronic mail server to relay email without express permission from such other party is prohibited.
- Any passive monitoring or active altering of information with the intent to destroy or corrupt the data or the Cologix Network itself.
- Any other inappropriate activity or abuse of the Services (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 Services.

This listing of prohibited activities is not exhaustive and Cologix reserves the right to determine that any conduct that is or could be harmful to the Cologix Network, Cologix's Customers or

Users is in violation of this Policy and to exercise any or all of the remedies contained in this Policy.

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

Impending Security Event Notification

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

Configuration

All Users of the Cologix Network are responsible for configuring their own systems to provide the maximum possible accountability. Cologix shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Cologix. 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 as possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users of the Cologix Network are responsible for educating themselves and 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.

Complaints

Cologix receives complaints directly from Internet users, through Internet organizations and through other parties. Cologix shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this Policy. 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. Cologix has no obligation to forward the complaint to the User or to identify the complaining parties.

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.

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 Privacy Policy located at www.cologix.com, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Services or over the Internet, including any data or information transmitted via any server designated as "secure."

Claims of Copyright Infringement

Cologix is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "DMCA"). For information on notification of copyright infringement under and pursuant to the DMCA, please refer to our DMCA Policy located on our website at www.cologix.com.

Additional Terms and Conditions

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

Contact Information for Complaints

Any complaints regarding prohibited use or other abuse of the Cologix Network, including violations of this Policy, should be sent to Cologix. Please include all applicable information that will assist Cologix in investigating the complaint, including all applicable headers of forwarded messages.

Sites experiencing live attacks from Cologix Customers should call into our Customer Care Center (telephone 877-453-8353) to submit a complaint as quickly as possible. Describe the urgency of the situation should you need immediate attention.