



DR FORTRESS, LLC COLOCATION SUPPORT PORTAL ACCESS POLICY & AGREEMENT

THIS COLOCATION SUPPORT PORTAL ACCESS POLICY & AGREEMENT (this "Agreement") is entered into as of _____ by and among DR Fortress, LLC, a Delaware limited liability company ("**DRFortress**"), and _____ a _____ corporation ("**Client**") (collectively the "**Parties**").

RECITALS

WHEREAS, the Parties have entered into _____ dated _____ (the "**Master Agreement**") allowing certain services to be provided by DRFortress to Client for specified consideration; and WHEREAS, DRFortress has created a website, currently located at www.csp.drfortress.com (the "**Colocation Support Portal**" or "**CSP**") to provide clients a means to accomplish certain tasks including, but not limited to, ordering and report generation; and WHEREAS, Client has chosen to avail itself of the CSP and requires access to the same.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement is governed by, and incorporated by reference into, the Master Agreement. Should the parties amend or execute (an) agreement(s) superceding the Master Agreement, this Agreement shall automatically, and without intervention of the parties, append and amend such successor document (the Master Agreement or successor document(s), if any, being hereinafter referred to as the "**MSA**").
2. DRF's provision of any Service ordered through the CSP, and Client's use of such Service, are at all times governed by the MSA. Client's use of the CSP shall at all times be governed by this Agreement, the MSA, and by the then-current "Website Terms of Use" as set forth in the CSP.
3. DRFortress shall provide Client with a master account as well as a username and password for the Primary Contact as designated by this Agreement and as amended by Client as allowed under this Agreement in writing from time to time. The Primary Contact username and password shall provide access the CSP and the ability to create, delete, and otherwise manage other user accounts.
4. By accessing and using the CSP, Client may request certain Services ("Request") by submitting the request through the CSP. Such Requests are valid and binding on Client when submitted, unless expressly rejected by DRFortress. Accordingly, Client agrees that the related Sales Order shall not require signature to be binding. All Requests shall be considered an Order and are governed by and made a part of the MSA. Any reduction in the scope of Services or Service Fees shall not be deemed accepted without an Order Amendment or Order Confirmation
5. Client is responsible for the distribution of, and maintaining the confidentiality of, its account and passwords and for restricting and granting the various levels of access thereto. Should Client determine that the password assigned is not adequate, it shall immediately use the CSP to alter the password to comply with its security requirements. Client represents, warrants and covenants that any person submitting any Request, has the unconditional authority to authorize the relevant Sales Orders on Client's behalf and that, upon such submission, the Request will be binding against Client, regardless of whether the person in question has actual, apparent or other authority and Client hereby agrees that it shall be unconditionally prohibited and estopped from asserting otherwise, at any time. Notwithstanding anything in this MSA to the contrary, Client is responsible and liable for all activities that occur under Client's account (including all payments owed for any Orders that are placed under Client's account), regardless of whether such activities are conducted by Client, a Sublicensee, or any other third party, and regardless of whether such Orders are authorized by Client. DR Fortress has no obligation to verify that Client has provided authorization to anyone using any of Client's usernames or passwords.
6. The term of this Agreement shall commence upon the date of Client's signature of this Agreement. This Agreement may be terminated by any party upon 24 hours written notice. Unless specifically stated to the contrary in any applicable Order Amendment or the MSA, the term of service for a particular Service shall commence and terminate on the date set forth in the Request. If no termination date is set forth in the applicable Request, Sales Orders, or any applicable Order Amendment for a particular Service, then the termination date shall be the earlier of the expiration or earlier termination of the MSA. With respect to a Service not being provided on a continuous basis, the term for that Service shall terminate on the date the Service is no longer provided, at DRFortress' option, in its sole and absolute discretion. In the event that DRFortress continues to provide a Service after the termination date set forth on the applicable Request or Sales Orders, the applicable Service shall be provided on a month-to-month basis at DRFortress' then-current rates, as determined by DRFortress in its sole discretion, and in accordance with all other terms and conditions of the MSA, the Request, the Sales Order or any Order Amendments thereto. All obligations, duties and liabilities of Client under the MSA and this Agreement shall fully apply to all matters set forth in all Sales Orders.
7. Client is prohibited from using any of the marks or logos appearing through the CSP without the permission of the trademark owner, except as permitted by the MSA or as permitted by applicable law. The CSP and any information contained or generated by the CSP are protected by U.S. and/or foreign copyright laws, and belong to DRFortress or its partners, affiliates, contributors or third parties. Client may download, export, and/or manipulate information obtained from the CSP for internal use only. Such information is considered Confidential Information with respect to the MSA and shall not be disclosed except as expressly allowed by the MSA or under one of the following conditions: (a) the disclosure is required by applicable law or regulation or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other party with adequate time for such other party to seek a protective order; (b) if in the opinion of counsel for such party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; or (c) the disclosure is reasonably necessary and is made to that party's employees, officers, directors, attorneys, accountants and other advisors, or the disclosure is otherwise necessary for a party to exercise its rights and perform its obligations under the MSA, so long as in all such cases referenced in the clauses above the disclosure is no broader than necessary and the person or entity receiving the disclosure agrees prior to receipt to keep the information confidential. Each Party is responsible for ensuring that any Confidential Information disclosed pursuant to these exceptions (other than disclosures pursuant to clauses (a) and (b)) is kept confidential by the individual receiving the disclosure to the same extent that the receiving party must keep the information confidential.
8. Client shall indemnify, defend, protect and hold harmless DRFortress from and against any and all costs, damages, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) resulting from any claim, suit, action, or proceeding arising from the use of Client's account, usernames, and passwords on the CSP. IN ADDITION TO THOSE DISCLAIMERS CONTAINED IN THE MSA, DRFORTRESS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE CSP OR ITS CONTENT. DRFORTRESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE OR ITS CONTENT, AND ANY PRODUCT, INFORMATION, OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE CSP. DRFORTRESS DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE CSP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. DRFORTRESS DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE CSP. THE CSP AND ITS INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
9. Client understands and agrees that DRFortress shall use reasonable commercial efforts to ensure that any information provided through the CSP is accurate and correct. The foregoing notwithstanding and pursuant to section 8 of this Agreement, Client understands and agrees that DRF shall not warrant nor otherwise guaranty the accuracy of any information provide on or through the CSP. Client is advised and understands that they shall not rely on such information and should conduct their own due diligence to ensure the accuracy of such information prior to relying on the same.
10. Where any provision of this Agreement is held to be contrary to any law or regulation, the remaining provisions of this Agreement will remain in full force and effect. The Parties shall not be deemed to waive any of their rights or remedies unless such waiver is in writing and signed by the Party to be bound. The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

DEFINITIONS

"**Order Amendment**" means any written mutually agreed upon addendum or amendment to an Order.
"**Sales Orders**" means the written work order form or forms, executed by both DRFortress and Client, setting forth the scope and Service Fees for a Service to be provided to Client by DRFortress.
"**Service Fees**" means charges for Services as identified in the applicable Sales Order and/or Order Amendment, as applicable. Certain Services may accrue one-time, non-recurring charges and/or monthly recurring charges that recur regularly during the life of the Term.
"**Services**" means the Datacenter Services, Supplemental Services and any other services provided by DRFortress to Client pursuant to this MSA.

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement on the date written above.

DR FORTRESS, LLC
a Delaware limited liability company

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Address: 3375 Koapaka Street, Suite D-198
Honolulu, Hawaii 96819

CLIENT: _____

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Address: _____

