



## Datacenter Policies

**Revised: March 31, 2008**

These Datacenter Policies (the “*Policies*”) of DR Fortress, LLC (“*DRFortress*”) apply to all DRFortress Clients and each Client’s respective Authorized Persons, Accompanying Persons, and Associated Entities. These Policies are incorporated by reference into each Client’s Master Service Agreement (“*MSA*”) with DRFortress. In the event of any inconsistency between these Policies and any term or condition set forth in a Client’s MSA, the MSA will prevail with respect to the Services provided to such Client.

DRFortress is entitled to make changes to the Policies from time to time at its reasonable discretion and such changes will be effective immediately upon such change. DRFortress will not make any changes to the Policies that materially and adversely affect Client’s entitlement to the Services.

Each Client has full responsibility and liability for all acts or omissions of such Client’s Authorized Persons, Accompanying Persons, and Associated Entities, and all such acts or omissions will be attributed to Client for all purposes, including for the purposes of determining whether Client has breached (i.e. failed to abide by) the Policies. Without limiting the foregoing, each Client is responsible and must ensure that Client’s Authorized Persons, Accompanying Persons and Associated Entities do not take any actions that Client is prohibited from taking under the Policies.

These Policies do not impose upon DRFortress any liability (or obligations) to a Client for which DRFortress is expressly excluded from being liable (or responsible) for under the MSA for such Client. These Policies do not create or provide any rights or entitlements to any third party, including without limitation any Client’s Authorized Persons, Accompanying Persons or Associated Entities.

Capitalized terms used but not defined in these Policies shall have the meaning set forth for such terms in the applicable MSA.



## 1. ***SERVICE OFFERINGS***

DRFortress operates the Datacenter and provides (a) Space; (b) Interconnection Services; (c) Power Services; and (d) Remote Assistance Services.

### 1.1 ***Space.***

(a) Upon acceptance of a Sales Order, DRFortress will designate a Space in the Datacenter for licensed use by the Client in which cabinets, racks and/or cages may be installed by DRFortress.

(b) DRFortress will install DRFortress-provided POD Equipment (of a type reasonably determined by DRFortress) in the Space in order to demarcate the Client's network.

### 1.2 ***Interconnection Services.***

(a) Upon acceptance by DRFortress of an Order, DRFortress will install Interconnection Services so long as the Client to which the Interconnection Services run approves such Interconnection. In the event that any of a Client's Interconnections are disconnected due to such Client's request or due to termination or partial termination of an Order, DRFortress may inform the other Client of the disconnection. Upon commencement of the notice period preceding expiration or termination of a Client's MSA or a Client's last Order in the Datacenter, DRFortress may notify other Clients to which such Client is interconnected that such Client will no longer be present in the Datacenter in question as of the date of termination or expiration of the Client's MSA or the applicable Order.

(b) Unless otherwise expressly provided in an Order, each Client will be responsible for obtaining network services as needed from the provider of its choice. Unless otherwise expressly provided in an Order, DRFortress will not be responsible for providing or installing such services except that DRFortress will perform Interconnection Services as agreed to by DRFortress and a Client pursuant to the MSA for such Client.

### 1.3 ***Power Services.***

(a) Upon acceptance by DRFortress of an Order, DRFortress will install Power Services to Client's Space, subject to the provisions set forth below.

(b) DRFortress will provide (i) one power circuit if non-diverse power is required; or (ii) a Redundant Power Circuit Pair if diverse power is required, for each Client cabinet, unless otherwise agreed upon between DRFortress and Client in writing.

(c) A Client's consumption of each of the power circuits shall not exceed 80% of the circuit breaker rating stated in each Sales Order (the "***Usable Circuit Limit***"). Where Client uses Redundant Power Circuit Pairs, the Usable Circuit Limit for both the primary



power circuit and redundant power circuit shall be 80% of the primary power circuit breaker rating stated in each Sales Order. In the event that Client's power consumption exceeds the Usable Circuit Limit (a "**Power Breach**"), Client shall, within 48 hours of notice from DRFortress, reduce power consumption to comply with the Usable Circuit Limit. Client's failure to cure a Power Breach within such 48 hour period or two Power Breaches in any 180 day period, even if satisfactorily cured, shall give DRFortress the right to charge to the Client, in the next monthly billing period, the list cost of a primary circuit of the same voltage and amp capacity as the redundant circuit. In addition, Client's failure to cure a Power Breach within such 48 hour period or two Power Breaches in any 30 day period, even if satisfactorily cured, shall give DRFortress the right to suspend the Power Services with respect to the applicable power circuit(s) immediately and without notice.

(d) Each power circuit will be delivered to a power socket located under the floor or overhead and specifically designated for a single cabinet, rack or other area as determined by DRFortress for Client's Space, to which Client may connect Client Equipment. Upon a Client's request and for an additional charge, DRFortress may supply appropriately rated and tested power distribution units ("**Power Strips**") from each power socket to each cabinet, rack or other area in Client's Space.

(e) Alternatively, the Client may supply Power Strips, which shall conform to local standards for power systems. Where a Client supplies a Power Strip to power the Equipment housed within their cage, rack or cabinet, the Client shall:

(i) comply with power circuit load requirements, Underwriters Laboratory (UL) listing, and National Electrical Code (NEC) standards (as agreed with DRFortress);

(ii) coordinate with DRFortress engineering staff for inspection and verification of electrical rating, UL listing, NEC standards, and for final connection to DRFortress supplied power socket;

(iii) not connect a Power Strip onto another Power Strip for the purpose of extending the number of sockets available from an electrical circuit (or for any other reason); and

(iv) not attempt to connect or disconnect any Power Strip into or out of a DRFortress supplied cabinet power outlet of any type.

(f) DRFortress may require Client to remove a Power Strip if DRFortress believes that such Power Strip does not conform to the requisite local safety standards or is in contravention of these Policies.

(g) Client shall not engage in the unauthorized connection of a power circuit to a cabinet, other than the cabinet specified by DRFortress for such use.



(h) The power configuration of each cabinet within Client's Space must be approved by DRFortress in writing and must comply with:

(i) DRFortress' engineering guidelines and specifications issued from time to time;

(ii) such requirements prescribed by DRFortress' landlords from time to time; and

(iii) all Laws.

(i) DRFortress may independently inspect the power configuration of any cabinet within Client's Space, at any time.

(j) DRFortress may require Client to (i) alter the power configuration of Client's Equipment; (ii) disconnect power supply to the Client Equipment; or (iii) immediately remove from the Datacenter any Client Equipment that DRFortress in its sole discretion deems does or may:

(i) cause a threat to safety (including any risk of fire or other hazard) to the Datacenter, another Client or any other person or entity that is licensing, sublicensing, leasing or subleasing space or otherwise utilizing any portion of the Datacenter or the Datacenter Property;

(ii) unreasonably interfere with or threaten to interfere with the operations of DRFortress, another Client or any other person or entity that is licensing, sublicensing, leasing or subleasing space or otherwise utilizing any portion of the Datacenter or the Datacenter Property;

(iii) not be installed in accordance with standard industry practice; and/or

(iv) consume or have consumed power in excess of the Usable Circuit Limit.

#### 1.4 *Remote Assistance Services.*

(a) Remote Assistance Services are designed to provide Clients with on-site technical assistance and may include, for example, DRFortress complying with Client's simple instructions relating to remote management, installation or troubleshooting of its Equipment within the Datacenter, services performed in response to Orders or any other services DRFortress deems to be Remote Assistance Services. With respect to the Remote Assistance Services offered by DRFortress, DRFortress' only obligation is to carry out the express instructions of Client. DRFortress shall have no liability for damages incurred by the Client in connection with DRFortress' performance of Remote Assistance Services, except as expressly



provided in the MSA. DRFortress further reserves the right to reject a Client's request if such rejection is reasonable or if such service is not offered as part of Remote Assistance Services. In addition, DRFortress reserves the right to require that a Client's instructions be given in additional detail and in writing (which may be by electronic mail).

(b) Notwithstanding the foregoing, DRFortress has the right to perform Remote Assistance Services where Client fails to act in a timely fashion or if DRFortress reasonably determines that actions are necessary on behalf of the Client under the MSA, these Policies or otherwise.

## 2. ***SERVICE STANDARDS***

2.1 ***Space***. DRFortress will use its commercially reasonable efforts to:

(a) monitor and physically secure the Datacenter with onsite staff at all times;

(b) screen all visitors to the Datacenter to verify identity and authorization to enter the Datacenter;

(c) maintain CCTV digital video surveillance of critical areas of the Datacenter;

(d) provide timely access to authorized areas of the Datacenter to all Client's Authorized Persons, Accompanying Persons, and Associated Entities at all times;

(e) maintain an ambient temperature between 64 and 80 degrees Fahrenheit at all DRFortress atmospheric measurement points in the Datacenter;

(f) maintain an ambient relative humidity between 40% and 70% at all DRFortress atmospheric measurement points in the Datacenter; and

(g) provide timely installation (or deinstallation) of Services to Client's Space.

2.2 ***Interconnection Services***. DRFortress will use commercially reasonable efforts to:

(a) provide timely installation (or deinstallation) of Interconnection Services; and

(b) monitor and physically secure all Interconnection Services in the Datacenter.

2.3 ***Power Services***. DRFortress will use commercially reasonable efforts to:



- (a) provide timely installation (or deinstallation) of Power Services;
- (b) provide uninterrupted electrical power to Client via Power Services; and
- (c) have alternative power sources available at all times that provide up to 80 hours of service in the event of utility power interruption.

2.4 **Remote Assistance Services.** DRFortress will use commercially reasonable efforts to:

- (a) respond to all requests for Remote Assistance Services designated by the Client to be emergencies within one hour of notification; and
- (b) respond to all other requests for Remote Assistance Services within one business day of notification.

### 3. **CLIENT EQUIPMENT**

3.1 Each Client will ensure that:

- (a) all Client Equipment is installed, operated, maintained and repaired in compliance with all Laws;
- (b) the installation and use of Client Equipment complies with applicable safety codes and product safety agency listings;
- (c) all of the cables and wiring in Client's Space (other than any cross connections extending outside the Space or DRFortress' POD Equipment) are neatly wrapped and tied together (and if a Client fails to do so, DRFortress may in its sole discretion neatly wrap and tie such wires and cables for a Service Fee as a Remote Assistance Service);
- (d) none of the Client Equipment is stacked or resting on any of Client's other Client Equipment or the equipment of DRFortress, any other Client, Sublicensee or third party; and
- (e) all Client Equipment is securely fixed onto a cabinet or rack in a manner reasonably satisfactory to DRFortress (and if any Client Equipment is too large or heavy for a rack or cabinet, including but not limited to large servers, DRFortress will securely fix such Client Equipment directly to the floor for a Service Fee as a Remote Assistance Service).

3.2 Each Client may install and maintain cross connections between Client Equipment within that Client's licensed rack, cabinet, contiguous cabinets via removed access panels, or cage. DRFortress has no obligation to install, maintain or repair any such cross connections.



3.3 If a Client wants to identify its Client Equipment or Space, the means of identification will be subject to DRFortress' prior written approval. DRFortress will not identify the location of any Client Equipment in the Datacenter, and DRFortress will not be responsible for labeling Ports other than those connecting Client Equipment to equipment belonging to other clients at the Datacenter.

3.4 DRFortress will not touch, maintain, use, upgrade, repair or operate Client Equipment, except in an emergency, where explicitly or implicitly authorized by Client (as Remote Assistance Services), or as otherwise permitted in Client's MSA or the Policies.

#### 4. ACCESS

4.1 No Client may attempt to gain fraudulent access to the Datacenter, the Datacenter Property, DRFortress' offices or online resources.

4.2 In the event of an emergency situation at any Datacenter or Datacenter Property (e.g., fire, building evacuation, medical emergency, etc.), or drill, each Client present at the Datacenter will be required to follow instructions given by the Datacenter Manager or designee.

4.3 Each Client will provide DRFortress with a list for each Datacenter of Authorized Persons who may enter Client's Licensed Space in such Datacenter. Except where specifically designated otherwise by a Client, each Authorized Person for the Datacenter will have the right to authorize entry by any other person who is accompanied by such Authorized Person at the Datacenter. Each Client will provide DRFortress with written notification of any changes to Client's list of Authorized Persons for any Datacenter at least one full business day in advance of the effectiveness of such change. DRFortress may refuse entry at the Datacenter to any person who is not named on Client's list of Authorized Persons for such Datacenter, unless such person is an Accompanying Person. DRFortress reserves the right to deny access, refuse or withdraw approval of any Authorized Person or Accompanying Person if such denial, refusal or withdrawal of approval is reasonable (for example and without limitation, such as where the person violates or threatens to violate any of the Policies).

4.4 Each Client is encouraged (but not required, except as herein set forth) to give 24 hours prior notice to DRFortress (through the contact provided by DRFortress) prior to visiting the Datacenter. Non-scheduled visits by a Client may lead to a delay in access. For all non-scheduled visits by a Client, DRFortress, at its discretion, may require Client's administrative contact to call the local Datacenter to authorize the person's entry into the Datacenter and Client's Space.

4.5 DRFortress may, at its discretion, require any or all Authorized Persons to have a full-face photograph taken at the Datacenter for purposes of secure identification.



4.6 Every person who accesses the Datacenter must present an unexpired, government issued photo ID and use the then-in-use secure access means to enter and exit the Datacenter.

4.7 Upon any Client's entry into the Datacenter, DRFortress may (at its discretion) accompany Client inside the Datacenter, and DRFortress may (at its discretion) remain with Client for the entire time that Client is in the Datacenter. However, Client will have privacy when Client is in its Space, and DRFortress will maintain sufficient distance from Client at such times that DRFortress will not have access to Client's confidential information or activities.

4.8 Access by a Client to any shared work area (or any other common area where DRFortress permits access by Clients) may be restricted by DRFortress at any time, including when another Client is in such area.

4.9 For any site tours of the Datacenter, Client must, no later than 5:00 p.m (local time) the day before the requested tour, arrange such site tour with DRFortress and provide DRFortress with the following Data: Client's organization name; purpose of tour; date/time of tour; names of visitors; authorization to access a specific Space (for existing Clients only); and any special instructions associated with a specific tour. Tour size is limited to a maximum of five guests and one authorized tour guide (Authorized Client representative or DRFortress staff, with prior coordination), on all tours unless DRFortress agrees to accommodate more persons. It is the Client's responsibility to ensure all visitors have proper identification in order to enter the Datacenter. DRFortress has no obligation to host Datacenter tours and may deny tour requests at its sole discretion.

4.10 DRFortress may deny Datacenter access to Authorized Persons and Accompanying Persons who do not have a business purpose at the Datacenter where access is requested.

4.11 DRFortress reserves the right to exclude or expel from the Datacenter any person who, in DRFortress' judgment, is under the influence of alcohol or drugs or who, in DRFortress' judgment, poses a risk to persons or property in the Datacenter or Datacenter Property. Persons who have previously been expelled from the Datacenter for such reasons may, in DRFortress' sole discretion, be denied access indefinitely.

4.12 DRFortress may access any Clients' Space, cage(s), cabinet(s), rack(s) and/or Client Equipment (i) during emergencies and for scheduled maintenance; (ii) to perform Remote Assistance Services or other services for Client; (iii) as needed to perform those services necessary for the use of the Datacenter by some or all Clients; (iv) as otherwise permitted under Client's MSA; and (v) if in the reasonable opinion of DRFortress, such access is necessary.

4.13 If the landlord or owner of the DRFortress Datacenter or Datacenter Property wishes to access, or permit others to access, a Client's Space, DRFortress will



accompany such persons during such visit and Client shall, if practicable, receive advance notice from DRFortress and have an opportunity to be present.

## 5. *USE*

5.1 Each Client will, and will cause its Authorized Persons, Accompanying Persons, and Associated Entities to:

(a) use Client's Space only for the purposes of configuring, providing, placing, installing, upgrading, adding, maintaining, repairing and operating Client Equipment in a safe and lawful manner;

(b) maintain Client's Space in an orderly and clean manner and in good repair and condition (reasonable wear and tear only excepted);

(c) on a daily basis, deposit litter in designated trash receptacles or in appropriate locations outside the Datacenter or contract at Client's expense for removal of any packaging material or other debris;

(d) use the restrooms, any shared work area, and any other common spaces in the Datacenter and the parking areas outside of the Datacenter in accordance with the terms of Client's MSA, the Policies and any rules or signs posted by DRFortress in or near such areas;

(e) behave in a courteous and professional manner to other Clients, DRFortress staff and security personnel while within the Datacenter and the Datacenter Properties;

(f) comply with all Laws and all signs posted at any time (including changes in such signs) at the Datacenter concerning security procedures relating to the Datacenter;

(g) comply with all applicable property control procedures, which may include providing DRFortress with a description and the serial numbers of items brought into a Datacenter and/or providing DRFortress with the name, contact number and signature of the person removing such items; and

(h) immediately notify DRFortress of any damage or risk of damage to the Datacenter or the Datacenter Properties, or damage to any equipment or property of any person in the Datacenter or the Datacenter Properties.

5.2 Each Client will ensure that neither it nor its Authorized Persons, Accompanying Persons, and Associated Entities do any of the following:



(a) install, touch, access, tamper with, damage, adjust, repair, interfere with, or breach the security of, the Space of other clients or equipment, property or services of any other clients, vendors, contractors or other parties who license, sublicense, lease or sublease space or otherwise utilize space at the Datacenter or the Datacenter Properties, or provide services or products to those who do;

(b) alter, tamper with, damage, adjust, repair, interfere with, or breach the security of, the Datacenter or the Datacenter Properties (including, without limitation, the electrical, mechanical, security, fire suppression and other building systems of the Datacenter or the Datacenter Properties), Client's Space or any equipment or property leased, licensed or owned by DRFortress (including, without limitation, any equipment used for Interconnection Services and the DRFortress power distribution system, which only DRFortress will install, repair or alter);

(c) install or otherwise perform any Interconnection Services outside of Client's Space;

(d) affix or maintain labels to any port(s) or any POD Equipment that connects Client Equipment to equipment belonging to other Clients (DRFortress will affix and maintain such labels, which will contain information as determined by DRFortress, including circuit identification and other information needed to clearly identify each DRFortress-provided port);

(e) encumber or obstruct any piece of electrical, mechanical, security, fire suppression, HVAC or the sidewalks, driveways, yards, entrances, hallways, stairs or any common areas in or around the Datacenter or the Datacenter Properties;

(f) store or leave any loose items (including Client Equipment) inside or outside of the Space in the Datacenter. If Client leaves any loose items inside or outside of the Client's Space in the Datacenter, DRFortress may so notify the Client. If the Client fails to remove or to secure such items within 24 hours of such notice, DRFortress may, in addition to any other remedies it may have, remove such items and charge the Client DRFortress' standard Remote Assistance Services rates for such removal. If DRFortress removes items pursuant to the prior sentence, DRFortress will temporarily store such items in a safe place for 10 days, except that if such items are empty cartons or packaging, DRFortress may discard such items instead of storing them. If the Client fails to retrieve items stored by DRFortress during such 10 day period, the items will, at DRFortress' sole discretion, either become the property of DRFortress or be discarded by DRFortress at the Client's expense;

(g) place furniture in Client's Space except as permitted by the Datacenter Manager in his/her reasonable discretion. In the event that Client places furniture in Client's Space, DRFortress may notify Client that the furniture must be removed within five days of the notice. If Client fails to remove the furniture within this five-day period, DRFortress may remove the furniture, charge Client standard Remote Assistance Services rates for doing so, and store the furniture at Client's expense;



(h) leave combustible material, litter, cartons, packaging or other unnecessary items overnight in or around Client's licensed rack, cabinet, cage, the Datacenter or the Datacenter Properties. If Client leaves any combustible materials inside or outside of the Client's Space in the Datacenter, DRFortress may so notify the Client. If the Client fails to remove or to secure such items within 24 hours of such notice, DRFortress may, in addition to any other remedies it may have, remove such items and charge the Client DRFortress' standard Remote Assistance Services rates for such removal;

(i) manufacture, generate, treat, transport, dispose of, release, discharge, or store on, under or about the Datacenter, the Datacenter Properties or any surrounding properties, any Hazardous Materials;

(j) install, use, leave, store, or otherwise bring into the Space, Datacenter or the Datacenter Properties, any valve regulated lead acid battery;

(k) attempt to enter the Datacenter with any weapon, ammunition, or explosive;

(l) unless DRFortress expressly consents, use any common areas at the Datacenter or the Datacenter Properties (other than a shared work area where DRFortress permits Clients to repair Client Equipment) for any purpose other than ingress and egress to and from the Client's Space;

(m) use a shared work area that DRFortress permits Clients to use for any purpose other than to repair Client Equipment;

(n) store or leave any Equipment in a shared work area or any other common areas at an Datacenter, or perform any action in a shared work area or any other common areas at an Datacenter which is not permitted in Client's Space;

(o) bring recording equipment in, or take photographs of (whether by use of a camera, video camera or otherwise), any part of the Datacenter, except for the following limited exception: a Client in a private cage may request, at the time the Client's visit is scheduled, that DRFortress take photographs of Client's private cage and Client Equipment within such private cage, but DRFortress will do so only if a DRFortress Datacenter staff member takes the photographs with Client's recording equipment, and the DRFortress Datacenter staff member at all times controls the recording equipment while it is inside the Datacenter;

(p) install any surveillance cameras or other surveillance equipment without DRFortress' prior written consent. DRFortress reserves the right to require Client to remove or relocate any surveillance cameras or surveillance equipment that DRFortress deems to threaten or impede the security of the Datacenter (including the security of other DRFortress Clients);



(q) eat, drink or use tobacco products within the Datacenter except within areas designated by DRFortress for such purposes; or

(r) create any nuisances at the Datacenter or the Datacenter Properties.

## 6. *SHIPPING POLICIES*

6.1 The shipping policies are subject to change by DRFortress without notice, and such changes are effective immediately.

6.2 Each Client is responsible for, among other things, (a) scheduling with a shipper all shipments for Client from and to the Datacenter; (b) paying all fees associated with the shipments, including all shipping, retrieval and related fees charged by the shipper; (c) completing all necessary paperwork for the shipments; and (d) coordinating with shipper for the material handling equipment needed to offload or move Client equipment.

6.3 Each Client will ensure that all shipments (including the boxes) are clearly labeled with the company name and/or identifier of Client. Unidentified or unexpected packages will not be accepted.

6.4 Each Client that wishes to ship items from or to the Datacenter will schedule with DRFortress for incoming or outgoing shipment at least one business day in advance. For incoming shipments only, a Client may schedule the shipments by phone through the local Datacenter staff. Except as provided in the next paragraph, only timely scheduled shipments to the Datacenter will be accepted.

6.5 Emergency shipments to the Datacenter must be scheduled directly by calling the local Datacenter staff. If such advance notification is provided to DRFortress, DRFortress will make reasonable efforts to accommodate after-hours emergency deliveries. In the absence of advance notification, DRFortress will reject receipt of all shipments to the Datacenter.

6.6 Each Client will ensure that all shipments for Client to or from Datacenter will be made during business hours (Monday - Friday), from 8:30 a.m. until 5:30 p.m. (local time).

6.7 DRFortress reserves the right to visually and/or physically inspect any and all shipments to or from the Datacenter when such shipments arrive at the shipping/receiving area. Shipments containing liquids, combustibles and any Hazardous Materials will not be accepted at any time nor will delivery of visibly damaged shipments be accepted.

6.8 At the time of DRFortress' inspection of any shipments to or from the Datacenter, DRFortress may record serial numbers for Client Equipment. Accordingly, when packing Client Equipment for shipping, each Client should be aware that DRFortress personnel



will need access to the serial numbers on the Client Equipment being shipped, and should seal boxes after serial numbers are recorded.

6.9 Clients are requested to contact DRFortress to extend or cancel the shipment receipt date if the shipment does not arrive at the scheduled time.

6.10 Clients are responsible for moving their shipments from the shipping/receiving area (or secure storage area where they are placed by DRFortress at Client's expense as a Remote Assistance Service if the shipment is not removed by Client immediately upon its arrival) to their Space and from their Space to the shipping/receiving area. If a Client wishes for DRFortress to perform such functions as well as packing or unpacking the shipments and disposing of packing materials, a Client may do so by requesting Remote Assistance Services.

6.11 Except where DRFortress removes the packing materials as part of a Client's Remote Assistance Service order, each Client is responsible for the immediate removal and proper disposal of all packing materials. Cardboard, packing materials and other combustible items are not to be stored in Client's Space or elsewhere in the Datacenter.

6.12 Clients will move the shipments from the shipping/receiving area (or secure storage area where they are placed by DRFortress) to Client's Space within three business days after notification of arrival (DRFortress ordinarily will contact a Client by email and/or phone within 24 hours after arrival). Moving equipment will be available to assist Client, if necessary (dollies, hand trucks, etc.), if a Client schedules the use of such moving equipment with DRFortress at the shipping/receiving area.

6.13 If a Client has not retrieved its shipment three business days after notification, the shipment may, at DRFortress' sole discretion, be returned to the "shipped from" address at Client's expense as a Remote Assistance Service or sent for storage at Client's expense.

6.14 DRFortress shall not be responsible or liable for any missing Client Equipment or damage to Client Equipment which may occur during the packaging and/or shipment of such Client Equipment.

## **7. ACCEPTABLE USE POLICIES**

7.1 The use policies set forth in this Section 7 are intended to protect Clients and the Internet community from the inappropriate use of DRFortress' computing/network services and the Internet.

7.2 Client, Associated Entities and their respective end users and any third party that uses its services, shall not:



(a) Send, or facilitate the sending of unsolicited commercial email and mail bombs to any person or system in a way that could be expected to adversely impact DRFortress' network or facilities, or may potentially encroach on a third party's intellectual property rights or any rights of publicity or privacy;

(b) Perform scanning or any form of probing/automated network status polls/information collection of a third party's network/system without prior permission; intentional or otherwise;

(c) Attempt to connect to any third party systems without prior permission or arrangement;

(d) Use the Services in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities like denial of services attacks;

(e) Use the Services to conduct any other activities, which in DRFortress's view are detrimental to its Clients and/or its own operations;

(f) Use the Services to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, e-mail, bulletin boards, newsgroups, software, files). The only circumstances in which the Services may be used to send unsolicited data of an advertising or promotional nature is where the unsolicited data is sent to persons with whom the sender has a pre-existing business, professional or personal relationship or to persons who have previously indicated their consent to receive data from the sender from time to time, for example by ticking a box to that effect on the sender's web site. Unless these requirements are met, users must not send unsolicited bulk data through the Services. If these requirements are met, the user must also provide an unsubscribe function on their web site (and make this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list; or

(g) Use the Services to:

(i) send data, or cause data to be sent, in any manner that hides or obscures the source of the Data, or that contains invalid or forged headers or domain names or deceptive addressing;

(ii) relay data from a third party's mail server without permission or which employs similar techniques to hide or obscure the source of the data;

(iii) send large or numerous amounts of data for the purposes of disrupting another's computer or account;



(iv) send data that may damage or affect the performance of the recipient's computer;

(v) violate or attempt to violate the security of the Services, including without limitation, attempting to interfere with, disrupt or disable services to any user, host or network, including but not limited to via means of overloading, "flooding", "mail bombing" or "crashing"; or

(vi) use, or permit others to use, the Services in violation of the use policies of network providers accessed by Client at Datacenter (where applicable).

7.3 Clients shall immediately notify DRFortress of any unauthorized access or attempted breach of security, including via email to support@drfortress.com.

7.4 Each Client is responsible for ensuring that Client Equipment is configured in a secure manner. Clients should not, through action or inaction, allow others to use its network for illegal or inappropriate activities.

7.5 DRFortress shall not be obliged to intervene in the event a host or network address which is assigned to a Client is being blocked or blacklisted by other internet service providers or policing bodies.

7.6 Upon discovery of a security breach affecting any Client, or upon notification to DRFortress about a security complaint affecting any Client, that Client shall take immediate steps to rectify the compromised systems. It is the Client's responsibility to ensure that all its computers and network equipment, as well as its Client Equipment that utilize a DRFortress assigned network address, is in the opinion of DRFortress, reasonably free from viruses, worms, trojan-horses, scanning codes and other malicious systems/software.

7.7 For event(s) that do not critically impact the operations of DRFortress' network, other Clients' systems or the Internet community, DRFortress shall issue written notices to the defaulting Client regarding any violation of this Section 7. The defaulting Client shall make all necessary rectification to its Computer Equipment within 14 days from the date of issuance of the written notice.

7.8 For event(s) that critically impact the operations of DRFortress' network, other Clients' systems or the Internet community, DRFortress may, at its sole discretion, remove or disable Client's network connections, block network addresses, or suspend all Services to Client with or without prior notice to Client. Any suspension of Services by DRFortress as a result of a breach of the provisions of this Section 7 shall not prejudice any of DRFortress' rights under the MSA.

7.9 DRFortress shall not be liable for any loss, expense, costs or damages of any nature suffered by any Client resulting in whole or in part from DRFortress' exercise of its rights under this Section 7. By using the Services, Client agrees to waive and hold harmless



DRFortress from any claims relating to any action taken by DRFortress under this Section 7, including without limitation conduct of investigation, issuing of warnings, refusal to post materials, removal of material, or suspension or termination of services, or other appropriate action.

## 8. **DEFINITIONS**

The following terms shall have the respective meanings stated below for the purposes of these Policies. In addition, for each Client, the following terms shall have the respective meanings stated below for the purposes of such Client's MSA to the extent that such MSA uses but does not define a term defined below:

**"Datacenter Property"** means the real property on which, and the building in which, the Datacenter is located.

**"Hazardous Materials"** means (i) asbestos, or any substance containing asbestos; (ii) polychlorinated biphenyls; (iii) lead; (iv) radon; (v) pesticides; (vi) petroleum or any other substances containing hydrocarbons; (vii) any substance which, when on the Datacenter or the Datacenter Properties, is prohibited by any Environmental Laws; (viii) those matters described in the Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §9601 et. seq.; and (ix) any other substance, material or waste which, (a) by any environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal or (b) is defined or classified as hazardous, dangerous, flammable, explosive or toxic pursuant to any legal requirement.

**"Laws"** means all applicable federal, state, local, municipal or other laws, regulations, rules, ordinances, rulings, decrees, orders, directives, requirements, codes (including building codes), as they may be instituted or amended from time to time.

**"POD Equipment"** means (1) patch panel(s), (2) DSX panel(s) or (3) other appropriate equipment (as reasonably determined by DRFortress) that designates the point of demarcation between Client's network and DRFortress Interconnection Services.

**"Ports"** means all wiring, connections, circuitry and utility ports at the POD Equipment.

**"Power Breach"** shall have the meaning set forth in Section 1.3(c).

**"Power Strips"** shall have the meaning set forth in Section 1.3(d).

**"Redundant Power Circuit Pair"** means a primary power circuit and a redundant power circuit of similar type that are (1) delivered via diverse power busses, (2) installed in the same cabinet or rack, and (3) intended to be used as a pair where each circuit can substitute for the other in the event of a failure of one.

**"Usable Circuit Limit"** shall have the meaning set forth in Section 1.3(c).