This MASTER SERVICES AGREEMENT, along with each executed Service Order and the additional component documents listed in Section 7, constitutes a binding agreement between OneColo and Customer. The purpose of this Agreement is to set forth the terms and conditions by which OneColo provides the Colocation Services, use of the Company Network and access to the Data Center and Customer Space to Customer.

1. DEFINITIONS

For purpose of this Agreement the following defined terms shall be used:

“Acceptable Use Policy” means the acceptable practices for using the Internet as published by Customer’s Internet carrier through which Customer uses the Company Network.

“Agreement” means this Master Services Agreement between OneColo and Customer, which includes each Service Order executed by Customer and, by incorporation, the Service Level Agreement and the Colocation Access Procedures as posted on OneColo’s website (www.onecolo.com).

“Anniversary Date” means each anniversary of the Commencement Date.

“Colocation Access Procedures” means an additional document that outlines the security procedures for gaining access to the Data Center and the Customer Space, which is described in Section 7(b) below.

“Colocation Services” means each and every service provided by OneColo to Customer pursuant to Service Orders executed by Customer.

“OneColo” means OneColo, LLC, and who is a party to this Agreement.

“Commencement Date” means the earlier of (i) the date on which OneColo receives the first payment of Customer charges under the initial executed Service Order or (ii) 90 days after the Effective Date.

“Company Network” means, collectively, the IP network, system capacity and related facilities, including without limitation, routers, switches and communication channels, controlled or owned by OneColo to the extent it applies to the Colocation Services ordered by Customer.

“Contract Term” means the period of time for which OneColo is obligated to provide Colocation Services to Customer as described in Section 4(b) below, which starts on the Commencement Date and end on the expiration of the last executed Service Order.

“Customer” means the person or entity identified on the initial executed Service Order and who is bound by the terms of this Agreement by executing such Service Order.

“Customer Equipment” means all equipment, cabling and other peripherals provided by Customer that is housed in the Customer Space and/or Data Center, whether owned or not by Customer.

“Customer Space” means the physical location in a specific Data Center designated on the executed Service Order in which Customer locates Customer Equipment for connecting to the Company Network.

“Data Center” means the facility designated on the executed Service Order that is utilized by OneColo in which Customer Space for a Customer is located.

“Data Center Rules” means the rules and procedures adopted by OneColo from time to time to govern use of, and behavior in, the Data Center by Customers.

“Due Date” means each respective date set forth in Section 2 below on which payment for Colocation Services are due from Customer to OneColo.

“Effective Date” means the date this Agreement is effective between OneColo and Customer, which is the date on which the initial Service Order is executed by Customer.

“Power” means the amps of electricity to be provided to Customer as set forth on an executed Service Order.

“Privacy Policy” means the Online Privacy Policy as adopted by OneColo from time to time by posting on OneColo’s website.

“Service Level Agreement” means an additional document that outlines the commitment of OneColo in providing critical infrastructural support necessary for providing the Colocation Services to Customer, which is described in Section 7(a) below.

“Service Order” means the document executed by Customer, including any Supplement, which details each Colocation Service requested, charges for the requested Colocation Services, and initial Contract Term for providing the Colocation Services and any other relevant terms agreed upon by the parties. Any change made by Customer to a Service Order submitted to it by OneColo without OneColo’s written approval is void and not binding on OneColo. In the event of a conflict between the terms of the Service Order and this Agreement, the terms set forth in the Service Order shall control.

“Supplement” means any document, addendum attached to a Service Order or additional subsequent Service Order that (i) supplements and/or modifies any terms of this Agreement; (ii) contains additional terms and conditions covering the Colocation Services; or (iii) adds or deletes Colocation Services being provided by OneColo to Customer.

“Termination Date” means the date this Agreement is terminated for any reason other than expiration of the Contract Term of the last executed Service Order, which date is the earlier of (i)

the effective date of an early termination made by Customer pursuant to Section 4(c) below or (ii) the effective date of a termination for Default pursuant to Section 5 below.

“User” means any individual that gains access to the Colocation Services and the Company Network through the account maintained by Customer pursuant to this Agreement.

2. CUSTOMER CHARGES

(a) Non-Recurring Charges: Unless otherwise stated in the executed Service Order, any charge for installation, set-up or other non-recurring items set forth in such Service Order must be paid by Customer when the executed Service Order is delivered to OneColo.

(b) Monthly Recurring Charges – Non-Usage Based: The initial monthly recurring charges for non-usage based Colocation Services set forth in the executed Service Order (prorated if a partial month) must be paid in full by Customer accompanying the executed Service Order. Thereafter the monthly recurring charge for non-usage based Colocation Services must be paid in full, in advance, by Customer on or before the 1st day of the month for which the Colocation Services are being provided. OneColo has the right to increase the monthly recurring charge by an amount not exceeding 5% upon a 30 day advance notice to Customer, provided such increase may not be made within 12 months of the last increase.

(c) Monthly Recurring Charges – Usage Based: The monthly recurring charges for usage based Colocation Services set forth in the executed Service Order must be paid by Customer within 10 business days of the date the monthly invoice is issued to Customer showing the usage incurred by Customer during the preceding month.

(d) Additional Charges: For other additional charges set forth in an executed Service Order or for support services billed based at OneColo’s standard rate as in effect from time to time, the additional charges are invoiced to Customer at the time such additional services are performed for Customer. These additional charges must be paid by Customer within 10 business days of the date the invoice for such additional services is issued to Customer showing the additional charges incurred by Customer.

(e) Early Termination Charge:

(i) If Customer terminates the initial executed Service Order prior to the Commencement Date, Customer must pay an early termination charge. The early termination charge under this paragraph (e)(i) is the sum of (a) the amount of the non-recurring charges and (b) three months of the monthly recurring charges as stated on the initial executed Service Order. This early termination charge must be paid by Customer immediately upon demand.

(ii) If Customer terminates the Colocation Services prior to the end of the Contract Term as permitted by Section 4(c) below, Customer must pay an early termination charge. The early termination charge under this paragraph (e)(ii) is equal to 75% of the monthly recurring charge

in effect on the Termination Date for the remaining unexpired months of the Contract Term (including any partial month) from the Termination Date. The early termination charge must be paid by Customer within 10 business days of the date the invoice is issued to Customer showing the determination of the early termination charge.

(f) Late Charges: If Customer fails to pay the charges for Colocation Services by the respective Due Date, other than disputed charges as set forth in Section 3(c) below, then OneColo may accrue interest on the unpaid charges from the Due Date at a rate equal to the lesser of: (i) 1.5% per month or (ii) maximum rate allowed by law.

(g) Taxes and Other Governmental Fees: OneColo must charge Customer any Applicable Taxes imposed by any governmental authority on applicable Colocation Services. Customer is obligated to pay the Applicable Taxes as set forth on any invoice on or before the Due Date for payment by Customer for such Colocation Service. For purpose of this Agreement, "Applicable Taxes" mean taxes and other fees imposed on, or required to be collected by, OneColo by any governmental authority in connection with the Colocation Services including, but not limited to, sales, use, gross receipts, Federal excise, privilege, property, public right-of–way, telecommunications franchise, occupational and similar taxes and surcharges based upon the gross revenues received from Customer or on the assets of OneColo made available to Customer. Notwithstanding the prior sentence, Applicable Taxes do not include any fee or tax which Customer otherwise pays directly to a governmental authority with respect to the gross revenues paid by Customer to OneColo or for use of the assets of OneColo made available to Customer or any income, estate, transfer or corporate franchise tax levied or assessed against OneColo.

3. PAYMENT

(a) Due Date: Customer must pay for the Colocation Services on or before the respective Due Date as set forth in Section 2 above. While OneColo generally invoices Customer for the monthly recurring charge, such amount is due to OneColo on or before the 1st day of each month during the Contract Term even if no invoice has been received by Customer.

(b) Payment Method: All payments must be made by Customer in U.S. dollars using one of the options listed on the OneColo Payment Options form. Any payment sent by mail must be sent to the address set forth on the OneColo Payment Options form. If Customer has been late in paying for Colocation Services for two or more consecutive months, then OneColo may require Customer to pre-authorize payment for Colocation Services by ACH, wire transfer or credit card. If Customer fails to set up or maintain such pre-authorization following OneColo's request, OneColo may treat such failure as a Default under this Agreement.

(c) Disputed Charges: If Customer in good faith disputes any charges for Colocation Services from OneColo, Customer must promptly notify OneColo in writing of such disputed charges on or before the Due Date. Such notice must identify in reasonable details the reason for, and the amount of, the dispute. Customer remains obligated to pay the undisputed amount for Colocation

Services charged by the Due Date. Within 10 business days of receipt of the dispute notice, OneColo shall review the disputed charges. If OneColo determines that Customer was invoiced in error, OneColo shall adjust the amount charged to Customer and, if necessary, issue a credit for the amount billed incorrectly, which shall be applied towards the next payment due from Customer. If OneColo determines that Customer was charged correctly, OneColo must notify Customer and Customer must pay the disputed amount within 10 business days of receiving notice to pay from OneColo.

4. TERM AND TERMINATION

(a) Term of this Agreement: This Agreement commences on the Effective Date and continues until the expiration of the Contract Term of the last remaining executed Service Order with Customer.

(c) Customer Termination Right: In addition to the non-renewal termination made pursuant to Section 4(b) above, Customer has the right to terminate this Agreement prior to the end of the Contract Term by (i) giving written notice to OneColo on the OneColo Cancellation Order form; (ii) vacating the Customer Space on or before the Termination Date; and (iii) paying all charges through the Termination Date, including the early termination charge as set forth in Section 2 (e)(ii) If Customer does not designate the specific Termination Date on the OneColo Cancellation Order form, then the Termination Date shall be three months from the date the OneColo Cancellation Order form was delivered to OneColo.

(d) Insolvency: A party may terminate this Agreement and the Contract Term immediately upon written notice to the other party if the other party:

(i) Becomes or is declared insolvent or bankrupt;

(ii) Is subject of any proceeding related to its liquidation or insolvency that is not dismissed within 90 days;

(iii) Makes an assignment for the benefit of creditors;

(iv) Ceases to do business in the normal course for a continuous period of at least 30 days; or

(e) Effect of Termination: Upon termination of this Agreement for any reason, including Default pursuant to Section 5 below, each party remains responsible for all obligations, including payment of charges, incurred up to, and through, the effective date of such termination. As of the Termination Date, all Colocation Services shall cease and the Power to the Customer Space shall be disconnected. Furthermore, access to the Data Center and the Customer Space may be restricted as provided in the Colocation Access Procedures.

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5. DEFAULT

(a) Events of Default: Upon the occurrence of any of the following events ("Default"), the non-defaulting party may terminate this Agreement and the Contract Term upon written notice to the defaulting party immediately following expiration of the applicable cure period:

(i) Customer fails to fully pay any charges, including early termination charges, within 10 business days of the Due Date; or

(ii) Breach of a material term of this Agreement and the defaulting party fails to cure such breach within 30 days after receipt of written notice of such breach by the non-defaulting party; or

(iii) Violation by Customer of any applicable Acceptable Use Policy of its Internet carrier.

(b) Remedies: Upon termination for Default pursuant to Section 5(a) above, the non-defaulting party shall have the right to pursue any or all remedies available to it at law or in equity in addition to any remedies provided in this Agreement. The fees incurred by the non-defaulting party in pursuing any remedies for Default of the defaulting party shall be paid by the defaulting party.

(c) Additional Remedy for Non-Payment: If charges (other than disputed charges as set forth in Section 3(c) above) are not paid in full by the Due Date, OneColo may restrict Customer's access to the Data Center, including the Customer Space, without notice to Customer, until the unpaid charges are paid in full. If Customer is in Default in paying charges (other than disputed charges as set forth in Section 3(c) above) under Section 5(a)(i) above, OneColo may immediately suspend Customer access to the Data Center and upon five days prior written notice to Customer (i) suspend Colocation Services to Customer and/or (ii) take possession of Customer Equipment and store it until such time the unpaid charges are paid in full. Additionally, if OneColo has suspended Colocation Services under this Section 5(c), OneColo may require Customer to pre-authorize payment of the charges by ACH, wire transfer or credit card before restoring the Colocation Services. If Customer subsequently fails to maintain such pre-authorization following OneColo's request, OneColo may treat such failure as a Default under this Agreement.

(d) Additional Remedy for Violation of Acceptable Use Policy: If OneColo determines, in its reasonable business judgment, that Customer and/or a User have engaged in conduct that violate the Acceptable Use Policy applicable to Customer, OneColo may, upon written notice to Customer, immediately (i) suspend Colocation Services to Customer and/or (ii) terminate such User from accessing the Colocation Services through Customer's account. In addition, OneColo upon being informed by any third party, including without limitation, any governmental authority, of Customer's inappropriate or illegal use of the Company Network or the Data Center may immediately suspend Colocation Services if Customer fails to cooperate in such resulting investigation or fails to immediately rectify any illegal usage.

6. FORCE MAJEURE

Neither party shall be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses or any consequences thereof caused by or attributable to any event of Force Majeure. For purposes of this Agreement “Force Majeure” means any cause beyond the reasonable control of the party claiming relief, including without limitation, action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in governmental laws, regulations or rules occurring after the Effective Date), third party labor disputes, natural catastrophe (such as flood, hurricane, lightning), war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut by a third party or failure of a third party to recognize a permit, authorization, right-of-way, easement, license or other agreement obtained by OneColo to construct and operate the Company Network and/or the Data Center.

7. ADDITIONAL COMPONENTS OF THIS AGREEMENT

(a.) Service Level Agreement: OneColo shall provide the Colocation Services in accordance with the Service Level Agreement (“SLA”) as amended from time to time by OneColo. The SLA sets forth Customer’s sole and exclusive remedies for making any claim relating to any failure by OneColo to meet the service level objectives set forth in the SLA. The current version of the SLA is set forth on OneColo’s website.

(b.) Colocation Access Procedures: Customer agrees that it shall at all times abide by the Colocation Access Procedures as amended from time to time by OneColo The Colocation Access Procedures are designed to provide security for the Data Center and Customers by outlining the procedures for gaining access to the Data Center and the Customer Space. The current version of the Colocation Access Procedures is set forth on OneColo’s website.

Any amendments to these additional components of this Agreement shall be effective upon posting on OneColo’s website and notice to Customer of such posting.

8. ACCEPTABLE USE POLICY

Customer acknowledges that it must use the Colocation Services and the Company Network in compliance with the Acceptable Use Policy of its internet carrier, as in effect from time to time. Any violation of the applicable Acceptable Use Policy by Customer or a User gaining access through Customer’s account, as determined in OneColo’s reasonable business judgment, may be treated as a Default under this Agreement.

9. PRIVACY PROTECTION

(a) Privacy Policy: OneColo endeavors to protect the privacy of Customer information and has adopted an Online Privacy Policy ("Privacy Policy"). The current version of the Privacy Policy is posted on OneColo's website. By using the Colocation Services, Customer consents to the Privacy Policy. The Privacy Policy may be changed by OneColo at any time. When a change is made to the Privacy Policy, it shall be effective upon posting to OneColo's website.

(b) Access Codes: Customer is solely responsible for protecting the privacy of, and monitoring use of, its user ID and password ("access codes") for all purposes, including without limitation, ordering Colocation Services on OneColo's website. All orders placed using the access codes shall for all purposes be deemed a writing signed by Customer.

(c) Publicity: Neither party shall use the other party's name, images from such party's website or images of the Data Center in any marketing material, including but not limited to advertising, press releases or other public announcements of any kind, whether in print, on a website or any other form, without the prior written consent of the other party, which may be withheld in its sole discretion. Notwithstanding the preceding sentence during the Contract Term, either party may use the name and logo of the other party in any listing (in print or online) of vendors and/or customers of such party.

10. RIGHT TO USE

(a) Data Center: Prior to termination of this Agreement, Customer has a non-exclusive license to access the Data Center, which access is subject to terms and conditions imposed on OneColo under its lease or other agreement governing its occupancy of the Data Center. Furthermore, OneColo may adopt rules and procedures to govern use of, and behavior in, the Data Center by Customers by posting the Data Center Rules on OneColo's website. By accessing the Data Center, Customer agrees to the Data Center Rules. The Data Center Rules may be changed by OneColo at any time. When a change is made to the Data Center Rules, it shall be effective upon posting to OneColo's website. OneColo is responsible for ensuring that the services needed to support the overall operation of the Data Center, such as janitorial services, environmental systems maintenance and power plant maintenance, are provided for the benefit of Customer.

(b) Customer Space: Prior to termination of this Agreement, Customer has an exclusive license to access and use the Customer Space for the purpose of installing, operating and supporting Customer Equipment. Customer acknowledges that its right to use is not a grant of any real property interest in the Customer Space or the Data Center. Customer is responsible for maintaining the Customer Space in an orderly manner and is responsible for removing trash, packing, cartons and related items from the Customer Space. Customer must maintain the Customer Space in a safe condition, including but not limited to, not storing hazardous material. Customer may not use the Customer Space as an office site or house its employees or agents.

Customer acknowledges that OneColo, through its officers, employees and contractors, may access the Customer Space, without notice to Customer, for undertaking routine maintenance procedures, completing customer support requests and other activities designed to protect the safety and security of the Data Center and all of its Customers.

(c) Power: OneColo agrees to provide Power to the Customer Space as outlined on the applicable executed Service Order. OneColo reserves the right to monitor Customer's actual electrical consumption and charge Customer for any usage in excess of the ordered amounts in accordance with its standard policy or the terms set forth on the applicable Service Order. To the extent usage is based on Power consumed by Customer, nothing in this Agreement shall be construed such that OneColo is considered to be reselling electricity to Customer. Rather the usage of the Power is intended to measure the amount due to OneColo for its cost in operating and maintaining the Data Center and Customer Space for the benefit of Customer.

(d) Customer Equipment: Prior to termination of this Agreement, all Customer Equipment remains Customer's exclusive personal property. Customer is solely responsible for obtaining and maintaining property insurance covering the Customer Equipment. OneColo assumes no risk for any damage or loss of the Customer Equipment. Customer must give prior notice to OneColo when installing or removing Customer Equipment from the Data Center. Customer Equipment may only be installed and stored within the Customer Space. The installation or storage of Customer Equipment outside the Customer Space must be approved in advance by OneColo. Without OneColo's prior written consent, Customer (i) may not install wireless equipment and/or antenna in the Data Center or in the Customer Space; (ii) may not use camera or other video equipment in the Customer Space; or (iii) may not access the subfloor, at any time, to install or remove Customer Equipment. OneColo is responsible for providing and connecting a cable from the demarcation point of Customer's Internet's carrier's network to the demarcation point of the Customer Equipment. Customer must provide access to the Customer Equipment to OneColo to enable OneColo to perform its duties under this Agreement. Customer must ensure that all Customer Equipment conforms to the manufacturer's specifications. Customer must provide OneColo with such documentation prior to OneColo performing any maintenance service on such Customer Equipment.

(e) Vacating: Upon termination of this Agreement for any reason, Customer must, at its own expense, immediately vacate and surrender the Customer Space and remove all Customer Equipment from the Customer Space and the Data Center. If Customer fails to remove such Customer Equipment within 30 days of the effective date of termination, then OneColo may charge Customer a storage fee for such Customer Equipment in amount equal to 50 percent of the monthly recurring charge (excluding the monthly recurring charge for usage based Services) as of the effective date of termination of this Agreement until the time Customer either (i) removes the Customer Equipment from the Customer Space or (ii) it is deemed abandoned by Customer. Customer Equipment is deemed abandoned if Customer does not remove the Customer Equipment within six months of the effective date of termination of this Agreement.

Customer must return to OneColo all keys, access cards and other security devices received from OneColo by the effective date of termination.

(f) Damages: Customer is responsible for all damages caused by Customer's employees, agents, vendors or visitors to the Data Center or the Customer Space. Customer is also responsible for all damages caused by Customer's removal of the Customer Equipment or other items installed in the Customer Space. Customer agrees to promptly reimburse OneColo for all repairs and restoration costs associated with repairing such damage upon written notice to Customer itemizing the damages and associated costs for repairing.

11. ALTERATIONS

(a) General: Customer may not make any construction changes or material alterations to the Customer Space, including changes to the cabling and power supplies for the Customer Equipment, without the prior written consent of OneColo. All fixtures, repairs, build-outs and other alterations in or to the Customer Space ("Fixtures") shall become part of the Customer Space. Upon termination of this Agreement, Customer may not remove any Fixtures from the Customer Space without the prior written consent of OneColo.

(b) Vendor Approval: Prior to any delivery, installation, replacement or removal work, Customer must obtain the written approval of OneColo with respect to the suppliers or contractors to be used by Customer, which approval may not be unreasonably withheld. OneColo may request additional information before granting approval. The approval of the supplier or contractor is not an endorsement of Customer's choice. Customer remains solely responsible for the selection of the supplier or contractor and for all payments due to such suppliers or contractors.

(c) No Liens: Customer must keep the Data Center and the Customer Space free from any liens arising from any work performed, material furnished or obligations incurred by or at the request of Customer. Any vendor contracting with Customer or furnishing or rendering labor and materials to Customer must be notified in writing by Customer that they must look solely to Customer for payment. If any lien is filed against the Data Center or the Customer Space as a result of the acts or omissions of Customer, Customer must discharge it within 60 days of learning of such lien.

12. RELOCATION

(a) Within Data Center: OneColo shall not arbitrarily require Customer to relocate Customer Equipment and/or move into different Customer Space within the Data Center listed on the executed Service Order. However, upon 60 days prior written notice or, in the event of an emergency with such time as may be reasonable, OneColo may require Customer to change location of its Customer Space to a location within the Data Center that affords comparable environmental conditions for, and accessibility to, the Customer Equipment.

(b) New Data Center: In the event that OneColo relocates the Data Center to another location within the geographic area of the original Data Center listed on the executed Service Order for any reason, upon 30 days prior written notice, OneColo may require Customer to relocate to the new Data Center and shall provide Customer with comparable Customer Space in the new Data Center.

(c) Cooperation: OneColo shall work in good faith with Customer to minimize any disruption to the Services to Customer as a result of any relocation pursuant to this Section 12. OneColo is responsible for the cost of improving the relocated Customer Space, for relocating the Customer Equipment utilized for accessing the Computer Network and, if moving to a new Data Center, the cost of transporting the Customer Equipment to the new Data Center.

13. PROHIBITED ACTIVITIES

(a) Non-Interference: Customer shall not use any products, tools, material or methodologies that interfere with the Colocation Services or may cause damage to the Data Center and/or the Company Network or may cause harm to any individual or the public. Furthermore, Customer agrees that the Customer Equipment installed or stored in the Customer Space shall not (i) interfere with or impair the Colocation Services provided to other Customers; (ii) unreasonably disturb any other Customer or other tenant in the Data Center; (iii) endanger or damage the Data Center or the Customer Space of other Customers; (iv) compromise the privacy of any communications carried in, from or through the Data Center; or (v) create an unreasonable risk of injury or death to any individual or the public. Customer shall not improperly restrict or interfere with the use of the Company Network. Upon notice to Customer, Customer shall promptly remove any hazard, interference or service obstruction that may be caused by the Customer Equipment or the connectivity under the control of Customer.

(b) Not Permitted: Food and drinks are not permitted inside the Data Center at any time. Combustibles (i.e., cardboard boxes, paper, etc.) are not permitted to be stored inside the Customer Space.

(c) Smoking: Smoking is strictly forbidden inside the Data Center, including the Customer Space.

(d) Signage: No signage or advertising may be placed within the Data Center or the Customer Space without the prior written consent of OneColo, which may be withheld in its sole discretion.

14. GENERAL LIABILITY INSURANCE

As long as this Agreement remains in effect, Customer shall maintain, at its own expense, general liability insurance that provides comprehensive liability coverage in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Upon request, Customer shall provide

OneColo with proof of such coverage and shall furnish a certificate of insurance showing OneColo as an additional insured under the policy.

15. MUTUAL INDEMNIFICATION

(a) OneColo: OneColo agrees to indemnify, defend and hold Customer, its officers, directors, managers, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense, including reasonable attorney's fees, by reason of any claims or actions by third parties against Customer for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arises out of or relates to OneColo's gross negligence or willful misconduct; or (ii) infringement or misappropriation by OneColo of any Intellectual Property under this Agreement.

(b) Customer: Customer agrees to indemnify, defend and hold OneColo, its officers, directors, managers, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense, including reasonable attorney's fees, by reason of any claims or actions by third parties against OneColo for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arises out of or relates to Customer's gross negligence or willful misconduct; (ii) infringement or misappropriation by Customer of any Intellectual Property under this Agreement; (iii) Customer's, its Users or its customer's use of the Colocation Services, including without limitation, defamation, libel, slander, obscenity, pornography, violation of the rights of privacy or publicity or spamming or any other tortious or illegal conduct; or (iv) Customer's or its User's violation of any applicable Acceptable Use Policy.

16. CONFIDENTIALITY

Each party agrees that the terms of the Service Orders and all information furnished to it by the other party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed confidential and proprietary information or trade secrets (collectively, "Proprietary Information") of the party furnishing the Proprietary Information ("Disclosing Party") and shall remain the sole and exclusive property of the Disclosing Party. Each party shall treat the Proprietary Information and the contents of the Service Orders in a confidential manner. Except to the extent necessary in connection with the performance of its obligations under this Agreement, neither party may directly or indirectly disclose the same to anyone other than its employees and other advisors on a need to know basis and who agree to be bound by the terms of this Section 16 without the written consent of the Disclosing Party. Information shall not be deemed Proprietary Information if it (a) becomes publicly available other than through the action of the receiving party; (b) is independently developed by the receiving party; or (c) becomes available to the receiving party without restriction from a third party. If the receiving party is required by a governmental or judicial order, regulation, rule or permit to disclose Proprietary

Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach of this Section 16.

17. LIMITATION OF LIABILITY

The total liability of either party for damages arising out of or in connection with a Service Order (excluding any early termination charge under Section 2(e) above) is limited to an amount equal to the lesser of (a) total charges payable by Customer during the Contract Term or (b) three times the monthly recurring charges for the month immediately preceding the date the claim arose. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OF LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THIS AGREEMENT. The limitation set forth in this Section 17 applies to any claim by Customer whether occasioned by any construction, installation, relocations, service, repair or maintenance performed by, or failed to be performed by, OneColo, or any other cause whatsoever, including breach of contract, breach of warranty, negligence or strict liability. In no event shall either party be liable for loss of data or technology. Notwithstanding anything to the contrary these is no limit on the early termination charges imposed on a Customer under this Agreement.

18. WARRANTY

OneColo warrants that any Colocation Services to be provided to Customer shall be at a professional level of quality conforming to generally accepted industry standards and in compliance, in all material respects, with all applicable laws, regulations and rules. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OneColo DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. INTELLECTUAL PROPERTY

Neither party shall use any copyrights, trademarks, service marks or other intellectual property rights (“Intellectual Property”) owned, licensed or used by the other party without the other

party's written consent. Upon termination of this Agreement, all permitted uses shall be discontinued, and any Intellectual Property shall be returned to the other party.

20. REPRESENTATIONS

Each party represents to the other party that (a) if an entity, it is duly organized and in good standing under the laws of the state of its organization; (b) it has all requisite power and authority to enter into and perform its obligations under this Agreement and each executed Service Order; (c) it will comply with all applicable Federal, State and Local laws, regulations and rules in connection with the provision and use of the Colocation Services; and (d) this Agreement and each Service Order, when executed, are legal, valid and binding obligations of such party.

21. ASSIGNMENT

Customer may not assign this Agreement or any executed Service Order without the prior written consent of OneColo. However, upon notice to OneColo, Customer may assign the Agreement to an entity controlling, controlled by or under common control with Customer; provided however, Customer shall remain bound by all of the terms of this Agreement unless OneColo consents in writing to release Customer, which consent may be withheld in its sole discretion. OneColo may assign this Agreement by giving written notice to Customer.

22. RELATIONSHIP

OneColo and Customer are independent contractors. Nothing contained in this Agreement may be deemed to constitute a partnership or other agency relationship between them.

23. CONSTRUCTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its principles of conflicts of laws. The undertakings and agreements set forth in this Agreement are solely for the benefit of, and enforceable by, OneColo and Customer and their respective successors and assigns. Each party's representations and covenants, including the obligations of indemnification, confidentiality and limitations of liability, shall survive termination of this Agreement and shall remain in full force and effect. The failure to exercise or delay in exercising any right or privilege under this Agreement by either party shall not operate as a waiver unless expressly stated. In any event any term of this Agreement is held invalid, illegal or unenforceable, in whole or part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall be in any way affected.

24. NOTICES

All notices, including without limitation, demands, requests and other communications required or permitted under this Agreement (excluding invoices for Colocation Services), must be in

writing and shall be deemed given (a) when delivered in person; (b) one business day after deposit with an overnight delivery service for next day delivery; or (c) three business days after deposit in first class U.S. mail, postage prepaid, and addressed to the recipient party. In addition, OneColo may send invoices for Colocation Services and notices to Customer, including notices of default or suspension of Colocation Services, to Customer's email address or fax number as contained on OneColo's customer contact list. Any email or fax notification is deemed delivered on the day sent unless returned to sender. The initial notification address for Customer shall be the address set forth on the initial executed Service Order. The initial notification address for OneColo shall be set forth on OneColo's website (www.OneColo.com). Either party may change its notification address by notice to the other party pursuant to this Section 24.

25. EFFECTIVENESS

(a) Entire Agreement: Collectively, this Agreement, each executed Service Order and the Service Level Agreement and the Colocation Access Procedures comprise the entire agreement between OneColo and Customer with respect to the provision of the Colocation Services and granting access to the Company Network and the Data Center. This Agreement supersedes any and all prior negotiations, understandings and agreement, whether written or oral, between OneColo and Customer.

(b) Updating Terms: OneColo may modify or change this Agreement, the Service Level Agreement and/or the Colocation Access Procedures from time to time in its sole discretion. Upon posting of such changes to OneColo's website and giving notice to Customer of such updating, Customer shall be bound by such updated documents.

(c) Changes to Service Order: Any changes to an executed Service Order must be in writing and executed by both OneColo and Customer.