Terms of Service

Strasmore, Inc.
www.strasmore.com www.ssdnodes.com
legal@ssdnodes.com

Legal

Please direct all legal correspondence to the following:

Strasmore, Inc.
℅: Legal Department
2522 Chambers Road Suite 100
Tustin, CA 92780
legal@ssdnodes.com

This Terms of Service Agreement ("TOS") shall constitute a binding contractual agreement between Strasmore, Inc., a Delaware corporation, ("Strasmore" or "SSD Nodes"), and the subscriber of services ("Customer" or "you"). This TOS shall include the Terms of Service ("TOS"), Acceptable Use Policy ("AUP"), Service Level Agreement ("SLA"), and any applicable addendum. Customer agrees to be bound to all agreements in this TOS.

Note: Strasmore reserves the right to supplement and/or amend, at any time, the terms and conditions of its TOS, including the TOS, AUP, SLA, and any applicable addendum. Strasmore will notify its Customers through the Client Area of any changes affecting cancellation, payment of fees, or the SLA. It is the Customer's responsibility to review Strasmore's policies on a frequent basis to ensure compliance because the TOS in place during your most current month applies, not the TOS which was in place when you registered. Changes requested by Customer to any of these agreements or to the TOS must be agreed to in writing by Strasmore.

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Customer agrees to the following Terms of Service, ("TOS"):

1. VPS/Cloud Hosting Services: During the term of this TOS, Strasmore will provide certain virtual private server and cloud hosting services (the "VPS/Cloud Hosting Services") to Customer as ordered by Customer and agreed to by the parties as part of the online Customer order process at https://www.ssdnodes.com.

2. Consulting Services: Customer may engage Strasmore to perform, and Strasmore may agree to perform, certain consulting or other services on a monthly basis ("Consulting Services") as agreed to by the parties in a statement of work ("SOW") signed by both parties which shall be subject to the applicable terms and conditions of this TOS. As consideration for Consulting Services provided by Strasmore, Customer will pay Strasmore in the form and amount of payment and on the terms specified in the SOW.

3. Term and Termination: The initial term of this TOS shall be monthly, semi-annually, annually or for such other period of time ordered by Customer and agreed to by the parties as part of the online Customer sign-up process at https://www.ssdnodes.com (the "Initial Term"). This TOS shall automatically renew for additional periods of time equal to the Initial Term in perpetuity subject to written cancellation by (a) Customer in accordance with this TOS and (b) Strasmore upon providing Customer with notice of non-renewal at least ten (10) days prior to the expiration of the Initial Term or any renewal term. Please carefully review Strasmore's cancellation policy set forth in Paragraph 10 below. Strasmore may terminate this TOS and any related services (1) immediately (a) upon non-payment as set forth in paragraph 12 below, (b) if Customer violates paragraph 16 (Permitted Use) of the TOS, or (c) if Customer violates any terms and conditions of the AUP or (2) upon any other breach of this TOS that is not cured upon Customer receiving written notice.

4. VPS/Cloud Hosting Service Fees: Fees for VPS/Cloud Hosting Services ordered by the Customer shall begin on the date of the initial order and that date shall serve as the applicable monthly, semi-annual, annual or other anniversary date based on the billing cycle ordered by Customer ("Anniversary Billing Date") for all future billings including upgrades, additional services, cancellations and SLA Credits, as defined below. Fees are due in advance of the monthly, semi-annual, annual or other applicable service and billing cycle and will be billed on each Anniversary Billing Date.

5. Upgrade Fees: Upgrades to the VPS/Cloud Hosting Services ordered on the Anniversary Billing Date will be billed for a full month, six (6) months, or year based on the service and billing cycle ordered by Customer and will continue on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next Anniversary Billing Date and billed as a one time pro-rata charge.

6. Hourly Service Fees: For any services agreed to by the parties in writing and provided by Strasmore on an hourly basis ("Hourly Services"), Customer shall specify the period of time for which the Hourly Services are requested, or cancel at any time. The minimum period of time for which Hourly Services may be requested is one ("1") hour and Customer will be billed in full hourly increments, and no breakdown by minutes shall be permitted. Unless otherwise specifically stated in the TOS, Customers who request Hourly Services agree to all terms and conditions in Strasmore's TOS, including but not limited to these TOS and the AUP.

Customers will be billed for Hourly Services and receive any SLA Credits, if applicable, on the Anniversary Billing Date (as set forth and defined in paragraph 4 above).

7. One Time Fees: One time fees, such as setup fees, administrative fees and late fees are due and payable at the time they are incurred, and/or agreed upon in writing or via ticket with Strasmore's written approval. One time fees, such as bandwidth overages, are due and payable upon delivery of an invoice following the billing cycle in which they are incurred, and are based on standard rates, or as otherwise agreed upon by the parties in writing or via ticket with Strasmore's approval.

8. Taxes: All prices and fees specified in or referred to in this TOS are stated exclusive of any tax, including withholding tax, sales, use, value added, levies, import and custom duties, excise or other similar or equivalent taxes imposed on the supply of services. Any taxes, sales, use, levies, excise, withholding taxes or similar charges, direct or indirect, applicable or to become applicable, which are levied as a result of the supply of the services shall be borne by the Customer. Neither party shall be liable for the other party's taxes based on income. If withholding tax applies to any payments for services made under this TOS, the Customer may withhold that element that is required under the applicable legislation but must pay an additional amount to ensure that the full value of the invoice is remitted and must notify Strasmore prior to payment that withholding tax is required to be paid. The parties undertake to cooperate, where possible, to minimize the amount of withholding tax due by making advance clearance applications under the relevant double

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taxation treaties (where applicable) to the relevant tax authority to reduce the rate of withholding tax or exempt entirely this amount if applicable. In any event, the Customer undertakes to account for any tax withheld to the tax authorities on a timely basis.

9. Service Level Agreement Credit(s), "SLA Credit(s)": SLA Credits are governed by these TOS and the SLA Agreement, below. SLA Credits are a service credit that, when applicable, and following an SLA Credit claim, will be issued to your Customer account and may be used to offset future billable services. SLA Credits shall not be issued as cash back to the Customer nor shall the SLA Credits be transferable to other account holders. SLA Credits shall expire when Customer's account is fully terminated.

10. Cancellation: Because cancellation is automated, Strasmore requires a written cancellation notice via the Client Area, a minimum of twenty-four ("24") hours prior to 00:00:01 PST (GMT-8) on the Anniversary Billing Date for discontinuance or downgrades of month-to-month services, unless specified otherwise. Failure to supply the requisite twenty-four ("24") hours written notice of cancellation will result in a full billable cycle, on all service packages, prior to cancellation. Any server cancellation prior to the minimum deadline will remain online until the automated process reclaims your server on the Anniversary Billing Date. Notice of written cancellation is required through the online Client Area located at https://www.ssdnodes.com/manage. All Customer data remaining after the cancellation date will be destroyed for security and privacy reasons, unless otherwise required by law.

11. 14 Day Refund Window: Subject to the requirements of Cancelation in these Terms of Service, Strasmore offers Customers who have purchased a VPS/Cloud Hosting Services package a fourteen (14) day refund window from their date of purchase in which they can cancel their VPS/Cloud Hosting Services package for any reason, at no cost.

12. SSDNodes Credit(s): The SSD Nodes Credit is a site credit that applies to Strasmore's VPS/Cloud Hosting Services package. Following the 14-day refund window, should a Customer desire to cancel a portion of their plan, and provided that the Customer has given a valid cancelation notice and provided that cancelation is not due a violation of paragraph 19 (Permitted Use) of the TOS, a violation any terms and conditions of the Acceptable Use Policy, "AUP" or any other breach of this TOS; the Customer may be eligible for an SSDNodes Credit. The SSDNodes Credit shall not be issued as cash back to the Customer nor shall the SSDNodes Credit be transferable to other account holders. These credits shall be maintained in the Customer's account and be used solely for the purchase of eligible products and/or services. Once used, the SSDNodes Credit(s) are extinguished and are not eligible for further application. SSDNodes Credits shall expire when Customer's account is fully terminated.

13. Credits and Discounts Reversals: Should the Customer purchase products and/or services with their SSDNodes Credit and later, following the 14 Day Refund Window, wish to cancel those services, any SSDNodes Credit utilized in that purchase shall not be eligible for reuse. Further, if SSDNodes Credits or any other package discount was offered as an incentive for the entering into of a service agreement, and the associated agreement is canceled by the Customer prior to the end of the billing cycle, any SSD Nodes Credits will be removed from that Customer's account and the discounts applied to that agreement will be reversed or recalculated accordingly.

14. Refunds & Disputes: All other services rendered by Strasmore are non-refundable. This includes, but is not limited to: setup fees, one time fees, monthly service fees, upgrade fees, additional service fees, administrative fees, and late fees. Customers seeking to resolve billing errors are instructed to open an accounting ticket inside the Client Area located at https://www.ssdnodes.com/manage. Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of up to one hundred fifty dollars ("$150") and will be subject to collection by an authorized collection agency. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by Strasmore in enforcing collection.

15. Non-Payment: All payments are due in full on the Anniversary Billing Date. Failure to remit payment for services on the Anniversary Billing Date is a violation of the TOS. Failure to remit payment for five ("5") consecutive days, including the Anniversary Billing Date, shall result in a termination of public access to Customer services. Customer will, however, be permitted access to data and services through the service network. Failure to remit payment for services within seven ("7") consecutive days, including the Anniversary Billing Date, shall result in termination of access to the service network and all services shall be reclaimed. A late fee of twenty dollars ("$20") will be incurred for failure to remit payment for services on or before the monthly Anniversary Billing Date. All Customer data remaining after seven ("7") days of nonpayment will be destroyed for security and privacy reasons, unless otherwise required by law.

16. Data: Strasmore agrees to use commercially reasonable efforts when deploying services related to data integrity, security, and

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retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, Client Area information, and other situations involving customer data. **Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership. If Customer is involved in any data transfer(s) (whether in connection with its business or otherwise), then Customer must ensure that it complies with any applicable rules, laws, regulations, or the like in any and all applicable regions or countries.**

17. International Data Privacy: Customer is responsible for any processing or international transfer of personal information included in the Customer data and agrees to comply with any rules, laws, regulations or the like in any and all applicable regions or countries in this respect. To the extent personal information is subject to rules, laws, regulations or the like implementing the EU Data Protection Directive 95/46/EC, Strasmore will be considered a "data processor" and will as such act on Customer's instructions and implement security measures in accordance to the TOS and other applicable contracts between parties.

18. Identity Use: Customer agrees to use the Strasmore logo, Strasmore information, and/or related services in accordance with Strasmore's approved marketing guidelines. Strasmore agrees not to use Customer logos without prior written consent of Customer.

19. Permitted Use: By accepting the TOS, Customer agrees to use Strasmores' services solely for their intended purposes. If Strasmore determines in its sole discretion that Customer is misusing the VPS/Cloud Hosting Services, Strasmore reserves the right to cap the data processing and usage capacity available to Customer.

 CUSTOMER SPECIFICALLY AGREES NOT TO TAMPER WITH, MAKE DERIVATIVE WORKS OF, REVERSE COMPILE, REVERSE ENGINEER AND/OR DISASSEMBLE ANY OF STRASMORE'S SOFTWARE OR FILES. If Customer violates or exceeds the Permitted Use, Strasmore reserves the right to immediately terminate Customer's account and will pursue any and all legal remedies available.

20. LAWS: CUSTOMER AGREES TO ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS PURSUANT TO SERVICES DELIVERED IN CALIFORNIA, UNITED STATES OF AMERICA. THIS AGREEMENT IS MADE UNDER AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

21. INDEMNIFICATION: CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS STRASMORE, STRASMORE'S AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, PUNITIVE DAMAGES, AMOUNTS IN INTEREST, EXPENSES AND DISBURSEMENTS OF ANY KIND AND NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES) BROUGHT BY A THIRD PARTY UNDER ANY THEORY OF LEGAL LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S CONTENT, ILLEGAL ACTIVITY AND/OR ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF A THIRD PARTY'S COPYRIGHT, TRADE SECRET, PATENT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.

22. LIMITATION OF LIABILITY: EXCEPT AS DESCRIBED IN THE SLA, STRASMORE SHALL NOT BE LIABLE TO CUSTOMER FOR HARM CAUSED BY OR RELATED TO CUSTOMER'S SERVICES OR INABILITY TO UTILIZE THE SERVICES UNLESS CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. STRASMORE SHALL NOT BE LIABLE TO CUSTOMER FOR LOST PROFITS, INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS TOS, THE MAXIMUM AGGREGATE LIABILITY OF STRASMORE AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR HOSTING SERVICES FOR THE SIX MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM. EXCEPT AS OTHERWISE PROVIDED IN THIS TOS, STRASMORE PROVIDES ALL PRODUCTS AND SERVICES "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE PRODUCT AND SERVICES, AND STRASMORE SHALL HAVE NO LIABILITY ASSOCIATED WITH THE FOREGOING.

23. Arbitration: Any controversy or claim arising from service or related to this TOS or breach therein in excess of five hundred dollars ("$500") shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and shall be arbitrated by the American Arbitration Association and the arbitration will be held in Orange County, California. The venue and jurisdiction requirements set forth above apply to any arbitration proceedings. The resulting judgment rendered by a licensed arbitrator may be entered in any court having valid jurisdiction.

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24. Waiver: Except as otherwise provided in this TOS, no failure or delay by either party to enforce any right or remedy available under this TOS shall constitute a waiver of such right or remedy or a waiver of any other right or remedy.

25. Language: The official language of this TOS shall be the English language and no translation into any other language may be used in its interpretation. All services, support, notices, designations, specifications, and communications will be provided in the English language.

26. Third Party Beneficiary: Except for Customer, Strasmore or an affiliated entity of Strasmore, a person who or which is not a party to this TOS shall have no right to enforce any term of this TOS.

24. Force Majeure: A party is not liable for non-performance or delay in performance of this TOS, other than payment obligations, if the non-performance or delay is due to any occurrence or contingency beyond its reasonable control including but not limited to acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts of government having general affect, changes of the regulatory environment, industrial disputes of any kind, tsunami, flood, landslide, earthquake, fire, explosion, civil commotion, blockade, terrorism, revolution, sabotage, piracy, epidemic, quarantine restrictions, import or export delays beyond that which is considered reasonable, or defaults of Strasmore's suppliers or subcontractors due to any of the above causes.

27. Severability: If any provision of this TOS shall be held to be illegal, void, invalid, or unenforceable under the laws of any jurisdiction, the legality, validity, and enforceability of the remainder of this TOS in that jurisdiction shall not be affected, and the legality, validity, and enforceability of the whole of this TOS in any other jurisdiction shall not be affected.

28. Assignment: Strasmore shall have the full right to assign, transfer, and/or subcontract any of its rights and obligations under the TOS.

29. Legal Compliance: By accepting this TOS, Customer represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties. Customer further represents and warrants that he/she has full authority and power to execute this Agreement on behalf of the Company he/she represents, if any. Additionally, Customer warrants that he/she is at least eighteen ("18") years of age or older and are not otherwise legally incapacitated to execute this Agreement.

30. Electronic Signature: Acceptance by Customer of the TOS incorporating the TOS, AUP, and SLA hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.

Service Level Agreement ("SLA")

The Service Level Agreement, "SLA" is incorporated into the TOS and applicable to all services delivered directly to Customers of Strasmore. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with Strasmore. The uptime guarantees and the resulting SLA Credit(s) are applied in monthly terms unless specified otherwise. To ensure that Strasmore is providing optimal services to its Customers, Strasmore is required to perform scheduled maintenance, from time to time, on the network, client area, and hardware. **Any downtime resulting from any such scheduled maintenance or any event of Force Majeure does not qualify for SLA Credit(s).** All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies. Note: SLA Credits for Hourly Services will be calculated and applied based on the same monthly calculation used for the month-to-month contracts.

SLA Credit Claim: To properly claim an SLA Credit due, the Customer's master administrative user must open an SLA ticket with the Billing Department located inside the Client Area at https://www.ssdnodes.com/manage within seven ("7") days of the purported outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs, if applicable. The SLA claim will be researched by the appropriate Strasmore department manager and any credit issued will be issued to accounting and the ticket will be updated. SLA Credits are issued as service credits on future billing cycles. SLA Credits shall not be bartered or traded with other Strasmore customers. Please allow up to fourteen ("14") days for the process of SLA claims. **Customer acknowledges that the maximum amount of SLA Credit that may be used for any particular month cannot exceed the total monthly service fee amount for such month.**

SLA Claim Fault: Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in

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payment arrears three ("3") or more times in the previous twelve ("12") months do not qualify for SLA claims. Valid SLA claims will not be credited to the Customer's accounts until all abuse issues are resolved. Any Customer making false or repetitive claims will incur a one-time charge of fifty dollars ("$50") per incident for such claims. False or repetitive claims are also a violation of the TOS and may be subject to service suspension. Customers participating in malicious or aggressive Internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the AUP.

Public Network: Strasmore and Data Center guarantees one hundred percent ("100%") uptime on all Public Network services to Customers located in Data Center, subject to the provisions of this SLA. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of Public Network service downtime that Customer experiences during an applicable month, Strasmore agrees to grant to Customer a SLA Credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Public Network service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment Public Network or other service-related downtimes to satisfy such downtime requirement. All Public Network services include redundant carrier grade internet backbone connections.

Client Area: Strasmore guarantees one hundred percent ("100%") access to the online client management area, subject to the provisions of this SLA. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of online client management area service downtime that Customer experiences during an applicable month, Strasmore agrees to grant to Customer a SLA Credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Online client management area service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment online client management area or other service-related downtimes to satisfy such downtime requirement. Access to the client area is available via the Public Network. The client area is utilized to fully manage the on-demand IT environments located within the Strasmore data centers. Client area access includes ticket access, account management and other related services.

Redundant Infrastructure: Strasmore guarantees one hundred percent ("100%") uptime on the power and HVAC services to Customers located in Data Center, subject to the provisions of this SLA. All computer equipment and related services are served by redundant UPS power units with backup onsite diesel generators. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of power and HVAC service downtime that Customer experiences during an applicable month, Strasmore agrees to grant to Customer a SLA Credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Power and HVAC service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment power and HVAC or other service-related downtimes to satisfy such downtime requirement.

Acceptable Use Policy ("AUP")

General Statement: Strasmore is dedicated to the unrestricted free transmission of information via the internet and its many resources. Our goal is to deliver enterprise quality on-demand IT services to all of our Customers while serving as the medium of exchange for transmission of all information. The storage, distribution, and exchange of information (content) are the internet's single most valuable feature. Strasmore is dedicated to protecting the source and distribution of information and protecting the rights and privileges of those utilizing it. Strasmore does not purport to be the content police; our duty in the process of information dissemination is simply to act as conduit between interested parties. Strasmore follows all local, state and federal laws pursuant to the services delivered over the internet and directly related to our network and internal systems. The purpose of this AUP is to inform all Customers of acceptable, anticipated Customer use. Due to the myriad of possibilities in maintaining a network comprised of thousands of servers, this AUP is intended to act as a guideline to service and not to be all encompassing.

Public Network: The primary purpose of the Strasmore Public Network is to transmit information (packets) to and from Customer servers and data storage services. Proper use of the Public Network is to utilize the network in any way, subject to the terms and provisions of this agreement, so long as Customer does not violate any local, state, or federal laws or generate harm to the network or interfere with the use of services of other users utilizing the same network. All Customers are granted equal access to the Public Network. Violation, misuse, excessive bandwidth utilization, or interference of the public network shall be considered a violation of the AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

Private Network: The primary purpose of the Strasmore Private Network is to allow secure private network connectivity to the private backend network directly connecting Customer servers and Strasmore delivered services. Proper use of the Private Network is the upload/download of content, server administration, transmission of information between servers, transmission of information between servers and Strasmore servers, secure private administration of services, data retrieval, console access, and true out of band management of their entire IT environment. The Private Network can also be utilized for service access during periods of non-payment,

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copyright infringement, spam abuse, service interruption or other instances requiring server administration. All Customers are granted equal access to the private secure network to securely manage their services. Connectivity to the Private Network is granted on an unrestricted basis in eight (8) hour increments. Dedicated connections to the Private Network are available through the sales team. Violation, misuse, or interference of the Private Network shall be considered a violation of the AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

Security Services: The primary purpose of the Strasmore standard security services is to assist the Customer in the protection, management, update, and overall stability of the outsourced IT environment. Customers are required and obligated to maintain security related to Customer managed servers. The management of virtual and dedicated servers requires basic security management including password management, port management, OS updates, application updates, security policy settings and more. The Customer is ultimately responsible for individual server security. Any violation of the security services included in basic services will be addressed pursuant to the Methods of Resolution under this AUP as set forth below in Table A.

Server Content: Strasmore does not actively monitor virtual and dedicated server content for review. Strasmore believes in the free dissemination of information via our services. Virtual and dedicated server content will only be reviewed upon complaint by verified third parties. Content that does not violate local, state and federal law or the AUP is deemed in compliance and shall remain intact. Legal adult content is allowed on Strasmore virtual and dedicated servers. Content deemed in violation will be addressed pursuant to the Methods of Resolution under this AUP as set forth below in Table A.

DNS Services: Data Center supplies redundant domain names services for all Strasmore's Customers purchasing virtual and dedicated services. These services include the use of authoritative name servers for public resolution of domain names and private domain name resolvers located on the private service network. The DNS services are fully managed and maintained by Data Center with Customer specific domain name management through Strasmore. In rare instances, where extreme intensive loads (DNS lookups) utilize disproportionate resources of the redundant DNS systems, Strasmore will notify Customer of potential violation of this AUP. Customers requiring such DNS services will be instructed to perform dedicated DNS services on Customer managed equipment. Violation of DNS services shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

IRC: Strasmore allows the use of private Internet Relay Chat (IRC) servers for communication among private parties. Strasmore absolutely prohibits the use of IRC servers connected to public IRC networks or servers. IRC servers that result in interference of service, malicious network activity or increased demand on network security services are in direct violation of this AUP. Violation of the IRC policy shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

Peer to Peer: Strasmore allows the use of internet Peer-to-Peer software for file sharing purposes. Strasmore highly recommends strict oversight and management of Peer-to-Peer software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of federal law and this AUP. Violation of the Peer to Peer policy shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

Botting and Traffic Exchange: The use of botting and traffic exchange services is in direct violation of this AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

Cryptocurrency: The use of cryptocurrency applications is in direct violation of this AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table A This includes, but is not limited to Steem, Bitcoin, blockchain applications, and cryptocurrency wallets

Multimedia Transcoding: The use of multimedia transcoding applications is in direct violation of this AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table A. This includes, but is not limited to Plex.

Bit Torrent and Point-to-Point Software: Strasmore allows the use of Bit Torrent and Point-to-Point ("P2P") software protocols on the public network. Strasmore highly recommends strict oversight and management of Bit Torrent and P2P software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of federal law and this AUP. Violation of the Bit Torrent and/or P2P policy shall trigger the Methods of Resolution under this AUP as set forth below in Table A.

IP Addresses: All IP addresses assigned to customers by Strasmore remain the sole and permanent property of Strasmore or Data Center, and are to be used exclusively on equipment and services located in the Data Center and connected to the Data Center network. Strasmore and Data Center may change Customers IP address(es) at anytime upon written notice. IP Addresses are non-transferable from Data Center, and Customer retains no ownership or transfer rights to IP Addresses. If a customer cancels their services, they may not take the IPs that they used with them, rather they will be reclaimed and re-issued to other customers in the future. All IP Addresses are assigned by the Strasmore network engineering team on a per VLAN, per virtual and dedicated server basis. Attempted use of IP addresses not originally allocated for use or IP addresses use on non-assigned VLANs or servers is a violation of this AUP. Violation of the IP Address policy shall trigger the Methods of Resolution under this AUP as set forth below in Table A. Private IP assignments are available to qualified Customers.

Review / Justification / Efficiency Guidelines: Because IPv4 addresses are a scarce resource, RIRs require ISPs to document that they are efficiently utilizing existing assigned addresses and are planning efficient utilization of any addresses being requested. RIR

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policies and RFC2050 promote conservation and deter wasteful use or stockpiling of IP space. Strasmore is required to abide by these policies, which means we must collect this information from our customers. All customer IP address requests are subjected to review by Strasmore to ensure efficient utilization and are not guaranteed to be approved. During the review, customers will be required to provide details about how each IP address will be utilized and technical justification as to why additional unique IP addresses are needed. When applicable, Strasmore may take steps to verify the validity of the information provided, including network scanning and server configuration inspection. An initial review may take up to 2 business days, and depending on size and complexity may require additional time for completion. Accounts with open abuse tickets will have their IP requests held for processing until all abuse issues have been resolved. Customers may continue to use assigned IP addresses as long as the usage information presented remains valid. Strasmore may request a review of customer IP utilization at any time, and will reclaim resources no longer found to be efficiently utilized.

Privacy of IP Address Information: Strasmore is required to provide customer reassignment information for all IP addresses, and does so via publishing publically viewable 'rwhois' records. Details provided by customers during the IP address request process may be shared privately with the RIRs when needed to demonstrate Data Center and Strasmore's adherence to policies of efficient utilization.

The following list represents per se direct violations of this AUP and will be subject to immediate redress under one or more of the Methods of Resolution as described in this AUP and as set forth below in Table A. Note: Strasmore is not required to follow the Methods of Resolution for Hourly Services, and reserves the right to immediately terminate Hourly Services based on violations of this AUP.

1. Copyright and Trademark Infringement: Direct copyright infringement (as defined and noted under Title 17, Section 512 of the United States Code) and trademark infringement are direct violations of Strasmore's AUP. Please refer to DMCA copyright infringement requirements at http://www.ssdnodes.com/legal.html for filing complaints or counter notifications related to copyright claims.

2. Unsolicited Email: The sending of mass unsolicited email (SPAM) is a direct violation of Strasmore's AUP. This includes the direct sending of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services. Email ports on customer servers may be blocked by default. Customers can request these ports be unblocked by opening a ticket in the Client Area.

3. Email Bombing: The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or overflow email services is a direct violation of Strasmore's AUP.

4. Proxy Email (SPAM): The use of virtual and dedicated services to proxy email unsolicited users is a direct violation of Strasmore's AUP. Proxy email is defined as the use of virtual and dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.

5. UseNet SPAM: The use of virtual and dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of Strasmore's AUP. This includes UseNet services located within the Strasmore network or unrelated third party networks.

6. Illegal Use: Any use of virtual and dedicated services in a manner which is defined or deemed to be statutorily illegal is a direct violation of Strasmore's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, and other common illegal activities.

7. Child Pornography: Strasmore has a zero-tolerance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and Strasmore's AUP.

8. Threats & Harassment: The Strasmore network can be utilized for any type of individual, organizational or business use. This does not include threats to or harassment of individuals, organizations or businesses, unless it falls within the bounds of protected free speech under the First Amendment of the United States Constitution. Strasmore seeks to serve only as the medium of exchange for

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information and refrains from decisions on freedom of speech.

9. Fraudulent Activities: Strasmore prohibits utilizing virtual and dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and Strasmore's AUP.

10. Denial of Service: Strasmore absolutely prohibits the use of virtual and dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation of Strasmore's AUP.

11. Terrorist Websites: Strasmore prohibits the use of virtual and dedicated services for the hosting of terrorist-related web sites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.

12. Distribution of Malware: Strasmore prohibits the storage, distribution, fabrication, or use of malware, including without limitation, virus software, rootkits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordinary course of business are deemed acceptable. Example: Security Company hosting at Strasmore analyzes the latest root kit for new security analysis/software.

13. Phishing: Strasmore strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

14. HYIP or Ponzi Schemes: High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking and or advertising via email websites or schemes designed to defraud.

15. Strasmore will comply with and respond to jurisdictionally valid (as Strasmore determines in its sole discretion) subpoenas, warrants, and/or court orders. If allowed, Strasmore will forward such subpoenas, warrants, and/or orders to Customer and Customer may respond; however, Strasmore reserves the right to respond as long as it is the named party in such subpoena, warrant, and/or order.

Reporting Violation of the Acceptable Use Policy: Strasmore accepts reports of alleged violations of this AUP via email sent to netops@ssdnodes.com. Reports of alleged violations must be verified and must include the name and contact information of the complaining party, and the IP address or website allegedly in violation, and description of the violation. Unless otherwise required by law, such as the DMCA, Strasmore owes no duty to third parties reporting alleged violations due to lack of privity in contract law. Strasmore will review all verified third party reports and will take appropriate actions as described within Methods of Resolution as set forth in Table A below or within its sole discretion.

Table A: Methods of Resolution for Violations of Strasmore's Acceptable Use Policy

Strasmore understands the challenges of hosting companies, resellers, businesses, organizations and other customers who may have third party violations occur due to the nature of their business. The goal of our Methods of Resolution is to mitigate service interruptions while resolving potential violations under this AUP. Our sales, support and abuse staffs are dedicated to working with the Customer in resolving potential violations, and are available via ticket or email. The Methods of Resolution below form the framework for resolving all potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, Strasmore is dedicated to working with the Customer in resolving all potential violations prior to any service interruptions.

Step 1: First alleged violation of AUP: a ticket will be generated under Strasmore to provide the Customer's master user with information regarding the potential violation of Strasmore's AUP. This is often a fact-finding email requiring further information or notifying Customer of the potential violation and the required actions and time frame to resolve the issue. Strasmore, in its sole discretion, reserves the right to skip to Step 3 and immediately suspend services in instances where the network and hardware performance impact of alleged violations negatively affects other Strasmore's customers, and/or where the alleged violations results

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in customer IP address(es) being listed on any online blacklist, spam database, or honey pot database, including but not limited to Spamhaus and Sorbs.

Step 2: Acknowledgement of violation of AUP: a ticket is generated under the Customer's master user account with information specific to the violation. This ticket will also include any additional facts about the situation and will notify Customer of the required actions and time frame to resolve the violation.

Step 3: Violation of AUP disregarded, not properly addressed, or continuing violation if a ticket has been disregarded, not properly addressed, or resolved by the Customer for specified period of time: Strasmore engineers will issue a temporary suspension of services by either disabling the public network port or shutting down the specified services. As soon as the violation is addressed, access shall be restored and service will continue as normal.

Step 4: Failure to address violation and resolve violation: if Customer fails to address the violation AND fails to resolve the violation, a permanent suspension of services shall occur. This is a last resort for Strasmore and only results when the Customer completely fails to participate in Strasmore's resolution process. A permanent suspension of services includes reclamation of all virtual and dedicated services and the destruction of Customer's data.

Disclaimer: Strasmore retains the right, at its sole discretion, to refuse new service to any individual, group, or business. Strasmore also retains the right to discontinue service to Customers with excessive and/or multiple repeated violations.