

ChicagoVPS TOS/Privacy Policy/MSA

ChicagoVPS Web Hosting Services Agreement:

The Terms and Conditions set forth herein constitute the full and complete agreement between you and ChicagoVPS (doing business as and hereinafter referred to as "ChicagoVPS") Your agreement to be bound by these terms is acknowledged by your use of the ChicagoVPS Web Site, Hosting Services, Support Services and any ChicagoVPS software made available to you. The terms contained herein supersede and replace any other agreement or negotiation between you and ChicagoVPS whether oral, written or otherwise including any statements made by any representative of ChicagoVPS at any time.

1 FEES; PAYMENT OF FEES

1.1 Fees - ChicagoVPS charges the following fees where applicable. All such fees are subject to change with 30 days notice. Not all fees are applicable to all accounts.

1.1.1 Set-Up Fee – This is any one-time fee that may be charged in connection with the establishment of a new account.

1.1.2 Service Fee – This is the fee for your monthly, annual, bi-annual, or greater web hosting services.

1.1.3 Domain Registration Fee – This is the fee for the registration of a domain name and is nonrefundable.

1.1.4 Other Service Related Fees – These are fees for additional services that you may choose to add to your account.

1.2 ChicagoVPS also reserves the right to alter, change, amend or delete fees at its sole discretion. ChicagoVPS further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.

1.3 ChicagoVPS reserves the right to offer subsequent promotional rates which may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not affect the then existing rights and responsibilities of each party. ChicagoVPS also reserves the right to change the rate charged for any such fee under this agreement with 30 days notice.

1.4 Payment of Fees - ChicagoVPS accepts payment by Credit Card (Visa, MasterCard, Discover, American Express), and by personal check, cashier's check, Paypal, electronic check, or money order. In addition, ChicagoVPS may from time to time allow additional forms of payment; however, the offering of a particular form of payment does not obligate ChicagoVPS to continue to offer that form of payment in the future. The current list of payment options will be displayed during the order process. If you have any questions concerning the current available payment options contact us.

1.5 Payment by Credit Card and Electronic Check

1.5.1 Prior to activation of your user account and at any applicable time thereafter you agree to allow ChicagoVPS to charge your provided credit card or bank account. You also agree at stated regular intervals the agreed service fee amount for the stated period (together with any ChicagoVPS set-up

charges, registration fees, or any other charges outlined herein) may be applicable. You further authorize ChicagoVPS to charge your credit card or bank account for all subsequent period fees at (or a reasonable period in advance of) the commencement of any such subsequent period. You agree to maintain current valid existing credit card or bank account information with ChicagoVPS for the purpose of satisfying the ChicagoVPS charges as they become due. Refusal or rejection of any such charge or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein.

1.6 Payment by Check, Money Order

1.6.1 Prior to activation of your user account you agree to submit a check payable in U.S. dollars against a bank located within the United States. ChicagoVPS is under no obligation to initiate service until the proceeds of such check have been cleared by such financial institution and have been received by ChicagoVPS. Invoices will be submitted to the email address on file for you as a courtesy only and you agree to receive such invoices via email. Payments for subsequent fees are due and payable immediately upon invoice and in no instance later than the expiration of the last day of the previous period without regard to any invoice. It is your responsibility when paying by check to make sure that your payment is received by ChicagoVPS. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such check for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such check for any reason whatsoever or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein.

1.6.2 It is recommended that in order to avoid any service interruption that you submit your payment to ChicagoVPS a sufficient time before the expiration of the current service period so that it reaches ChicagoVPS in advance of the renewal date.

1.7 Verification of Dedicated Servers

1.7.1 Prior to activation of the 5th dedicated server through ChicagoVPS we require a copy of your Drivers License to verify identity.

1.7.2 All applicable partners and investors are also required to verify their identity if they pay any of the fees listed herein.

1.7.3 All drivers licenses must be photocopied front and back and sent to verification@chicagovps.net.

1.7.4 Drivers licenses are required to be updated at the time of expiration or legal action such as changing of name or change of address, but not limited to; we may put a hold on your account for future upgrades until all of the drivers licenses are updated and current.

2 WEB HOSTING SERVICES

For the term of the agreement as set forth herein ChicagoVPS agrees to provide Web Hosting Services according the plan selected by you upon activation of your account. ChicagoVPS reserves the right to

change, amend and otherwise alter the services provided with equivalent or otherwise equal services without prior notice to you. The specifics of any particular offer are contained within the offer itself as published on the ChicagoVPS website at the time you create your account and remain in effect throughout the term of your agreement. The specifics of all current offers are located within the ChicagoVPS Website located at www.chicagovps.net. Web Hosting Services shall be defined as server space and data transfer allowances for the purposes of displaying a business or personal website.

3 ACCEPTABLE USE

ChicagoVPS strictly enforces compliance with its Acceptable Use Policy which may be found on the ChicagoVPS Website located at www.chicagovps.net. The terms of the Acceptable Use Policy are incorporated into this agreement as though they were fully set forth at length herein. You agree to maintain your website in full compliance with the terms of the Acceptable Use Policy. Failure to so comply is cause for immediate suspension and termination under paragraph (8) herein. ChicagoVPS reserves the right to refuse to provide service to anyone at their sole option.

4 LICENSE

ChicagoVPS, subject to the terms and conditions set forth herein, hereby grants you a nonexclusive, limited, personal, license to use the ChicagoVPS Web Hosting Service for the term of the agreement as set forth herein. Your rights under this agreement may be assigned only upon prior notice and express approval by ChicagoVPS. Any other assignment is null and void.

5 OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIALITY

5.1 It is understood and agreed that during the term of this agreement and thereafter you may come into possession of information which is the confidential and proprietary information of ChicagoVPS including but not limited to the ChicagoVPS customer service and maintenance tools. You acknowledge that all right and title to any such ChicagoVPS intellectual property shall remain the sole property of ChicagoVPS and that you have no right, title or interest therein. You further agree not to provide access to the ChicagoVPS services to any third party. You agree that you are not to assist any third party or to instigate yourself in any way to use, translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the ChicagoVPS Services. Any and all right or title to any engineering, coding, programming or customer service work-around or other modification of the ChicagoVPS service shall also remain the sole property of ChicagoVPS.

5.2 During the term of this agreement you may have access to certain information and materials relating to the ChicagoVPS business, customers, software technology and marketing which ChicagoVPS treats as confidential (hereinafter "Confidential Information"). You agree to at all times during the term of this agreement and otherwise as set forth herein: (i) hold in confidence, and not disclose or reveal to any person or entity, any "Confidential Information" without the express prior written consent of ChicagoVPS; and (ii) not use or disclose any of the "Confidential Information" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These

obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

5.3 You are the sole owner of any information that you post within your account area.

ChicagoVPS does not normally review or edit the information posted within your account. Notwithstanding the above ChicagoVPS specifically reserves all right to edit, change, remove or delete any information posted in violation of this policy, the ChicagoVPS Acceptable Use Policy or any applicable law, order or public policy. ChicagoVPS is not your partner, associate, joint venturer or agent with respect to any information placed by you on the ChicagoVPS servers.

6 TERM

The initial term of this agreement shall be the period selected by you at the commencement of your account. Periodic accounts (monthly, annual, biannual) are automatically renewed and are charged in the same manner you selected at the commencement of your account. Any Additional services are renewed for the same period as the corresponding hosting service. A listing of all the presently available plans is available on the ChicagoVPS website located at www.Chicagovps.net.

7 SUSPENSION AND TERMINATION

7.1 Suspension - At the sole option of ChicagoVPS for any reason set forth herein or in the event that you breach any term of this agreement including but not limited to Section 1 (Payment of Fees) or any violation of the ChicagoVPS Acceptable Use Policy, ChicagoVPS may suspend your account by deactivating any access by you and by web users to any information contained on the ChicagoVPS servers related to your account while maintaining the information and data related to your account upon the ChicagoVPS servers. Suspension shall specifically include the disabling of your hosted domain and any access to information or data related to your account. In the event of any such suspension you will be notified. At the option of ChicagoVPS you may be given an opportunity to correct such breach or violation. Upon being notified of an opportunity to correct such breach or violation, if such breach or violation is not corrected the account may be terminated under paragraph 7.2. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

7.2 Termination - This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the ChicagoVPS servers. Such information or data may or may not be made available to you by ChicagoVPS after any such termination. This agreement may be terminated either (a) after a period of suspension as set forth in paragraph 7.1 or (b) except as otherwise stated herein by either party upon 7 days notice in advance of a renewal period for any reason.

8 INFORMATION USAGE AND COMMUNICATIONS

8.1 You hereby consent and agree that as to any information which ChicagoVPS may collect from you and maintain with respect to you, including but not limited to your account

information, dates of service, billing address, billing records, usage statistics, site statistics, services purchased, domain name purchases, correspondence to or from ChicagoVPS concerning you or your account, or other information which in ChicagoVPS sole judgment is reasonable, ChicagoVPS may disclose such information to public or private third parties as applicable law may require or permit. The decision as to whether to disclose such information as may be required, permitted or otherwise reasonable shall be within the sole discretion of ChicagoVPS and may include but shall not be limited to (1) compliance with court order, subpoena or other request of any State or Federal government, (2) compliance with the Electronic Communications Decency Act, (3) compliance with the Digital Millennium

Copyright Act (3) compliance with the ChicagoVPS Terms of Service or other policies

8.2 During the term of this agreement you agree to receive periodic emails, telephone calls, or SMS messages concerning your account, system conditions, changes, updates and schedules.

8.3 You agree to provide and at all times during the term of this agreement maintain true and accurate account information on file with ChicagoVPS specifically including your Name, Address, email address, telephone number, billing information and any other account information requested at any time during the sign up process. You further agree that the failure to provide or maintain such accurate information is a material breach of this agreement and subjects your account to suspension and termination as set forth in paragraph seven (7) herein.

8.4 You agree to the terms of the ChicagoVPS Privacy Policy located at www.chicagovps.net.

9 NOTICE

9.1 Any notice under this agreement shall be given by ChicagoVPS to you via email at the address provided by you to ChicagoVPS at the commencement of this agreement or as ChicagoVPS is subsequently advised. Notice to you at this address is deemed sufficient regardless of your receipt of such email. If you wish to update your email address you should do so by contacting customer service via the ChicagoVPS website located at www.chicagovps.net.

9.2 Any notice by you to ChicagoVPS shall be made by submitting a request to notice@chicagovps.net and is effective only upon receipt by ChicagoVPS of any such notice. Such notice may also be sent via United States Mail to the following Address: MH ChicagoVPS Division, 63 Lanoche Ct. Williamsville, NY 14221

10 SURVIVAL

Sections 1, 3 through 6, 8, 9, 10, 12, 13, and 15 through 21, inclusive, of this agreement shall survive the termination of this agreement and shall remain in full force and effect after any such termination.

11 WARRANTIES AND LIMITATIONS

11.1 ChicagoVPS makes every reasonable effort to maintain operation of the ChicagoVPS service; however, because many events and circumstances are beyond the control of ChicagoVPS, ChicagoVPS does not in any way warrant or otherwise guarantee the availability of the ChicagoVPS system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of ChicagoVPS.

11.2 THE CHICAGO VPS SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND

WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 In general, ChicagoVPS has no control over information contained on the Internet. Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. ChicagoVPS accepts no responsibility for any information which you receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal. ChicagoVPS provides no warranty for any goods or services which you obtain over the Internet nor the compatibility of any such services with the ChicagoVPS system.

11.4 You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

11.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU TO CHICAGO VPS IN THE THREE MONTHS IMMEDIATELY PROCEEDING ANY ALLEGATION OF ENTITLEMENT TO SUCH REMEDY. IN NO EVENT SHALL CHICAGO VPS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES

12 INDEMNITY

12.1 You agree to fully defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and

arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of ChicagoVPS in any way related to your use of the ChicagoVPS service or any portion thereof.

12.2 You agree to fully defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the ChicagoVPS service or any portion thereof. Choice of counsel remains exclusively that of ChicagoVPS 12.3 You agree that upon the assignment of your user ID and password that you will maintain the confidentiality of your account information and assume all responsibility of and from any loss, theft or other destruction of any data as the result of any access to your account via the use of your user ID. You further agree to defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and arbitration fees and costs incurred (whether paid or not) as the result of any claim for damages in any way related to the disclosure of your confidential User ID and Password information. Choice of counsel remains exclusively that of ChicagoVPS.

13 FORCE MAJEURE

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14. U.S. EXPORT CONTROLS

Software available in connection with the ChicagoVPS services is subject to United States export controls. No Software may be downloaded from ChicagoVPS or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using any downloaded Software or software component is at your sole risk.

15 ASSIGNMENT

Your rights under this agreement may be assigned only upon prior notice and express approval by ChicagoVPS. ChicagoVPS may assign its rights hereunder to any person or entity who shall become a principal owner, or shareholder of ChicagoVPS. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

16 SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

17 CHOICE OF LAW

This Agreement shall be interpreted under the laws of the State of New York without regard to any conflict of laws or provisions. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be enforced in the Superior Court of the State of New York, County of Erie. The parties to this agreement hereby consent to jurisdiction in that court and agree to accept service by mail and hereby waive any defense of any kind related to jurisdiction or venue.

18 NO AGENCY

Notwithstanding any other provision of this agreement, ChicagoVPS is not your agent, partner or joint venturer in any respect.

19 AMENDMENT

ChicagoVPS may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the ChicagoVPS web site in place of the old. Each and every such amendment shall be become effective immediately for all pre-existing and future accounts.

20 REQUIRED NOTICES

20.1 Copyright Infringement Claims - Any notice concerning any claim of copyright infringement should be addressed to MH - ChicagoVPS Division, COPYRIGHT INFRINGEMENT CLAIM, 63 Lanoche Ct, Williamsville, NY Telephone 716-435-7305 ICANN Uniform Domain-Name-Dispute-Resolution Policy.

CHICAGOVPS PRIVACY POLICY

ChicagoVPS (“ChicagoVPS” or the “Company”) has a long-standing policy of protecting the privacy of its Subscribers.

ChicagoVPS believes that each Subscriber should know what information ChicagoVPS collects from them, as well as how that information is used, disclosed, and protected. ChicagoVPS has created this Policy statement to explain its privacy practices when you visit or make a purchase from www.chicagovps.net. It will notify you of the following:

1. What personally identifiable information is collected from you through the Site, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

ChicagoVPS will not sell or disclose the personal information of any Subscribers to unaffiliated third parties without your consent except as otherwise provided in this Policy, its Terms of Service and its Acceptable Use Policy. ChicagoVPS may use information about a Subscriber’s identity, where and when a Subscriber browses on our Site, where a Subscriber’s wireless device is located, and how a Subscriber uses its network in order for ChicagoVPS to provide each Subscriber with better service and to enrich each Subscriber’s user experience when they sign up or use any of ChicagoVPS’s Services.

Any terms not herein defined shall have the meaning ascribed to them in the ChicagoVPS Terms of Service.

COVERAGE OF THIS POLICY

This privacy policy includes ChicagoVPS.com, chicagovps.net and hudsonvalleyhost.com and all their subdomains within.

PURCHASE INFORMATION

We request information from you on our order form and, in order to buy from us, you must provide information such as name and shipping address and financial information such as credit card number and expiration date. This information is collected and used for billing purposes and to complete your order. If there is an issue filling your order, we may use that information to contact you. When you place an order through the site, we will maintain that information for our records unless and until you ask us to delete the information. Should the

information you provided has changed or need to be modified, you can either request that it be modified from us or make the modifications yourself through our web site.

Additionally, we use your order information to:

1. Communicate with you.
2. Screen our orders for potential risk or fraud. And,
3. When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

Unless you ask us not to, we may contact you via email to tell you about new products or services or changes to this privacy policy.

LOG FILES

Like many other websites, ChicagoVPS makes use of log files (“Log Files”). The information inside the Log Files includes Internet protocol (IP) addresses, the type of browser, Internet Service Provider (“ISP”), a date/time stamp, referring/exit pages and number of clicks to analyze trends, administer the site, track a Subscriber’s movement around the website and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

GOOGLE ANALYTICS

All of the same information recorded in Log Files is also transmitted to Google Analytics. No personally identifying data is included in this type of reporting. Subscribers may opt out of Google's advertising tracking cookie or a browser plugin to opt out of all Google Analytics tracking software by clicking on the links provided.

COOKIES AND WEB BEACONS

ChicagoVPS does use cookies to store information about Subscriber preferences, record Subscriber-specific information on which pages the Subscriber accesses or visits, customize webpage content based on a Subscriber’s browser type or other information that a Subscriber sends via their browser. If a Subscriber wishes to disable cookies, they may do so through their individual browser options. More detailed information about cookie management with specific web browsers can be found at the browsers' respective websites.

ADVERTISING

The ChicagoVPS website uses cookies, tracking pixels and related technologies. Cookies are small data files that are stored on a Subscriber's device. The ChicagoVPS website uses cookies dropped by ChicagoVPS or third parties for a variety of purposes including to operate and personalize the website. Also, cookies may be used to track how a Subscriber uses the website to target ads to the Subscriber on other websites. Upon visiting ChicagoVPS, a Subscriber will receive a tracking cookie which specifies if the Subscriber is either a current client or only a visitor of the ChicagoVPS website. This cookie is then used on ChicagoVPS's advertising network(s) to provide the Subscriber with ads relevant to them. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by:

Facebook – <https://www.facebook.com/settings>

Google – <https://www.google.com/settings/ads>

Bing – <https://advertise.bingads.microsoft.com/en-us/resources>

Further, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at <http://optout.aboutads.info/>.

INFORMATION SHARING

ChicagoVPS only shares personal information with other companies or individuals outside of ChicagoVPS in the following limited circumstances:

- a.** To subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on the Company's behalf. ChicagoVPS requires that these parties agree to process such information based on the Company's instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures the Company deems necessary;
- b.** If ChicagoVPS has a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues or (d) protect against harm to the rights, property or safety of ChicagoVPS, its Subscribers or the public as required or permitted by law.

If ChicagoVPS becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, the Company will ensure the confidentiality of any personal information involved in such transactions and provide notice before personal information is transferred and becomes subject to a different privacy policy.

INFORMATION SECURITY

ChicagoVPS takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data both on line and off line. These include appropriate encryption, physical security and other necessary measures to guard against unauthorized access to systems where the Company stores personal data.

For example, ChicagoVPS restricts access to a Subscriber's personal information to only those ChicagoVPS employees, contractors and agents who need to know that information in order to process it on the Company's behalf. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations. Moreover, any personal data or information that we transmit on line is encrypted.

CHANGES TO THIS PRIVACY POLICY

ChicagoVPS will revise and update this Policy as it deems appropriate, including, for example, if its practices change or if changes in the law so require. Subscribers should refer back to this page periodically for the latest information.

Your Rights

If you are a European resident, you have the right to access personal information we have on file about you and to ask that your personal information be corrected, updated or deleted. Additionally, if you are a European resident we emphasize that we are processing your information in order to fulfill contracts that we have with you or otherwise pursuing legitimate business interests previously outlined above.

For more information about our privacy practices please contact us a sales@ChicagoVPS.com or by mail at:

ChicagoVPS
325 Delaware Avenue
Buffalo, NY 14202

Chicago VPS a division of Velocity Servers Inc.

Master Products and Services Agreement

This Master Products and Services Agreement (the "Agreement") by and between:

VELOCITY SERVERS INC.
"Chicago VPS"

Address: 8185 Sheridan Drive
Williamsville NY 14221

Contact:

Telephone: (800) 518-9716

Fax: (716) 335-9628

E-Mail:

Address:

Contact:

Telephone:

Fax:

E-Mail:

This Agreement (which includes and incorporates by reference **Sales Orders** attached and any *Service Agreement Addendums*) sets forth the terms under which the parties agree that Chicago VPS shall provide certain services to Customer according to the following specifications:

GENERAL TERMS AND CONDITIONS-AII SERVICES

1. Services. Chicago VPS agrees to supply the Services in accordance with the terms of this Agreement. Customer agrees to receive the Services from Chicago VPS in accordance with the terms of this Agreement.
2. Other Services. Upon written request by Customer, Chicago VPS may at its option, provide Customer with technical and non-technical support, such as equipment reboots, troubleshooting, Domain Name Server (DNS) and other support ("Other Services"), in connection with Customer's use of the Customer Space and Bandwidth Services. Unless the parties agree otherwise, Customer shall pay for such Other Services in accordance with the Technical Support Services section of this Agreement.
3. Term. The Term of this Agreement shall commence five (5) days after the "Effective Date" or the day the Customer connects to the Chicago VPS Network, whichever is first, and shall continue thereafter for the Term specified in the Service Table of the sales order, unless terminated by either party as permitted by this Agreement. This contract shall automatically renew for a period of subsequent two (2) year periods unless written notice is provided by either party to the other at least 60 days prior to the expiration date, in which case the contract shall expire on said expiration date. Should the customer, upon written notice to Chicago VPS, elect to not renew for a two year term and instead, renew monthly on a month to month basis, a 20% increase shall be imposed on and added to the customer's monthly recurring fee beginning at the initiation of the renewal period..
4. Payment.
 - 4.1 Customer shall pay Chicago VPS the One-Time Install Fees and Recurring Monthly Fees specified in the Service Table of the sales order contract, as well as any charges for Other Services and the cost (on an estimated or actual basis) of supplying electrical power to the Customer Space in excess of 5.0 amps for octals, 10 amps for quarter cabinets, or 20 amps for half, full or custom cages (the "Additional Power"). Upon 30 days or greater written notice prior to the end of the Term, Chicago VPS may change any fees payable under this Agreement. Customer shall pay all taxes levied against or upon the services stipulated in the Service Table of the sales order contract (as amended by the parties from time to time) or otherwise provided by Chicago VPS under this Agreement (not including taxes based on Chicago VPS's income).

- 4.2 All One-Time Install Fees shall be payable in advance. All Recurring Monthly Fees shall be payable monthly in advance. Monthly Fees for Internet Traffic and charges for Other Services, which are not billed as Recurring Monthly Fees, shall be payable monthly in arrears.
- 4.3 Except for the First Payment shown in the Service Table of the sales order contract, which must be paid by Customer to Chicago VPS before commencement of the Term, all amounts shall be payable on the 15th of the month in which an invoice is received, which invoices shall be issued on the first day of each month. Customer shall pay by pre-authorized payment to a Customer credit card, paypal, wire transfer or by check drawn on immediately available funds and remitted to Chicago VPS at the address set forth above. A 3.5% service charge shall be imposed and added to the customer monthly recurring charge for all invoices paid via credit card or paypal.
- 4.4 Any payment not made when due shall be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%).
- 4.5 If Customer's traffic usage fails to meet or exceed the amount specified as the Minimum Commitment in the Bandwidth Pricing section of the Service Table of the sales order contract, Customer shall be billed for the amount of the Minimum Commitment.
- 4.6 Chicago VPS reserves the right at any time to require a security deposit, the amount of which is based upon one (1) month's estimated or current usage.
5. Termination. Either party may terminate this Agreement on 30 days written notice if the other party becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing. Chicago VPS may terminate this Agreement on 30 days written notice if the Customer commits a material default (which shall include without limitation any failure to make any payment when due) and fails to rectify such default within ten (10) days after being given notice of such default by the other party. Customer, upon providing Seller 90 days written notice, may terminate this agreement without cause after twelve (12) months from the execution date of the sales order.
6. If Customer is in Default. If Customer is in default of any of its obligations under this Agreement, then Chicago VPS may in its sole discretion do any or all of the following: (i) without notice suspend access to the Customer Space or the Premises, (ii) if Customer's default is non-payment of any sums due to Chicago VPS, exercise all the rights and remedies of a secured party under applicable law including, without limitation, with the minimum notice (if any) required by law, Chicago VPS may seize the Equipment and sell the Equipment to third parties in satisfaction of any Customer indebtedness owing to Chicago VPS as well as any costs (including reasonable legal fees) incurred by Chicago VPS in exercising any remedy under this Agreement, and (iv) if Chicago VPS terminates this Agreement in accordance with Section 5, after such termination is effective, remove the Equipment from the Customer Space, store the Equipment at another location at Customer's expense, and license the Customer Space to a third party.
7. Credit Authorization. Customer hereby authorizes Chicago VPS and gives consent to Chicago VPS under applicable privacy laws for Chicago VPS to obtain credit information and bank and other financial references regarding Customer for the purposes of assessing Customer's credit worthiness, and Customer shall promptly execute and deliver to Chicago VPS such further documents and assurances and take such further actions as Chicago VPS may from time to time reasonably request in order to carry out the intent and purpose of this Section.
8. Limitation of Liability. CUSTOMER ACKNOWLEDGES THAT CHICAGO VPS PERMITS OTHER LICENSEES TO INSTALL THEIR EQUIPMENT IN THE PREMISES. CHICAGO VPS SHALL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY CUSTOMER (OR ITS CLIENTS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, OR FAILURES TO ACT. THE LIMIT OF CHICAGO VPS'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO CUSTOMER (OR ITS CLIENTS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CHICAGO VPS UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 2 MONTHS FROM THE DATE THE CLAIM AROSE. IN NO EVENT SHALL CHICAGO VPS BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
9. Force Majeure. Neither party shall be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming the Force Majeure shall promptly notify the other. The party claiming the Force Majeure shall use commercially reasonable efforts to eliminate or remedy the Force Majeure. This Section shall not apply to or excuse a failure to make any payment to Chicago VPS when due.
10. Reselling. Upon prior written approval of Chicago VPS which shall not be unreasonably withheld or delayed, Customer in the

normal course of its business may resell to its clients use (subject to all the terms of this Agreement) of the Customer Space and Bandwidth Services provided by Chicago VPS to Customer pursuant to this Agreement, except that Customer shall not allow such clients to interconnect with other users in the Premises. Such clients shall be deemed to be Customer's contractors to the extent they or their representatives are present at the Premises. Customer shall act as the single point of contact with Chicago VPS with respect to Customer's clients. Customer shall remain responsible for all fees or other costs under this Agreement incurred by Customer's clients, both with or without the consent of Customer. Customer either shall cause such clients to be covered by Customer's insurance coverages as required by this Agreement or shall cause such clients to obtain such insurance independently. Any act or omission of any such client that would be a breach of this Agreement if committed by Customer shall be deemed a breach of this Agreement by Customer. Customer agrees to defend, indemnify and hold harmless Chicago VPS, and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such client that would be a breach of this Agreement if committed by Customer, and (ii) any claim by any such client arising from use of the Premises, services provided by Chicago VPS under this Agreement or otherwise from performance or non-performance by a party in any manner related to this Agreement.

11. Miscellaneous.

- 11.1 Notices. Every notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing to the party at the address first set forth above for such party and shall be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by courier; (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; and (iv) if sent by email.
- 11.2 Compliance With Laws. Customer shall comply with all applicable laws, regulations, and ordinances.
- 11.3 Assignment. Customer may not assign this Agreement or any of its rights or obligations or the license hereunder, without the prior written consent of Chicago VPS.
- 11.4 Survival. The provisions set forth in Sections 4, 6, 8, 9, 10 (indemnity obligations only), 11, 22, 23 and 26 (indemnity obligations only) of this Agreement shall survive termination or expiration of this Agreement.
- 11.5 Reservation of Rights. Chicago VPS reserves all rights not specifically granted herein.
- 11.6 Entire Agreement. This Agreement supersedes all previous Agreements and Service Agreement Addendums between the parties. This Agreement, and any subsequent Service Agreement Addendums constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto.
- 11.7 Warranty. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, CHICAGO VPS MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 11.8 Modifications. This Agreement may not be altered, amended or modified, except in writing and signed by both parties.
- 11.9 No Waiver. No failure or delay in enforcing any right or exercising any remedy shall be deemed a waiver of any right or remedy.
- 11.10 Severability and Reformation. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 11.11 Remedies not Exclusive. The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy shall not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.
- 11.12 Relationship. The relationship of Chicago VPS to Customer shall be that of an independent contractor, and neither Chicago VPS nor any employee of Chicago VPS shall be deemed to be an agent or employee of Customer.
- 11.13 Choice of Law and Attornment. This Agreement shall be governed and interpreted by the laws of the State of New York, without regard to its conflicts of law provisions.
- 11.14 Further Assurances. Each of the parties shall promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favor of the other.
- 11.15 Liens and Encumbrances. Customer (and its clients) shall not have the power, authority or right to create and shall not permit any lien or encumbrance, including without limitation, tax liens, mechanics' liens, builders liens or other license or encumbrances with respect to work performed, in connection with the Equipment or use of the Customer Space.

- 11.16 Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, then the dispute shall be referred to arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 11.17 Order of Precedence. In the event of a conflict between the sales order contract and these terms and conditions, the sales order contract shall take precedence.
- 11.18 Indemnification: Customer shall indemnify, defend and hold Chicago VPS its affiliates, officers, directors, licensees, licensors, and vendors harmless from any and all claims, losses, damages and expenses, including, without limitation, reasonable attorney's fees and court costs, or liabilities arising from or related to (i) Service Misuse or a violation of any other provision of this Agreement; (ii) any claim of infringement of any intellectual property or other proprietary interest based on the possession or use of any Service(s), software or equipment furnished to Customer or Customer's end-user(s) and/or customer(s); (iii) any claim that Content, or the manner in which Customer or Customer's customer(s) and/or end user(s) make use of the Service(s), constitutes an infringement of any patent, copyright, trademark, trade secret, or other right of any third party; (iv) any acts or omissions of Customer, its employees, agents, contractors, invitees, licensees, visitors, and/or customer/end-users; and/or (v) any injury or damage to the person, property, or business of Chicago VPS its employees, agents, contractors, invitees, licensees, visitors, and/or customer(s)/end-user(s).
- 11.19 Confidentiality: Each Party agrees that the terms of this agreement 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 the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party receiving the Proprietary Information referred to as the "Receiving Party"). Each Party shall treat the Proprietary Information that the Receiving Party either knows or reasonably should know to be confidential to the Disclosing Party and the contents of this Agreement in a confidential manner and, 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 identified within an Order hereunder on a need to know basis and who agree to be bound by this term and condition, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; or (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt notice to the Disclosing Party to minimize such disclosure and disclosure after such notice shall not be a breach thereof.
- 11.20 Privacy Policy: Please refer to Chicago VPS's Privacy Policy located on our website for further terms and conditions.

CO-LOCATION TERMS AND CONDITIONS

12. Grant of License. Subject to the terms of this Agreement, Chicago VPS hereby grants to Customer, as of the Effective Date, a nonexclusive license to install, operate, replace, remove and maintain communications equipment, cabling, connections, associated hardware and accessions (the "Equipment") in the Co-location Space specified in the Service Table of the Sales Order Contract (the "Customer Space"), in the Premises during the Term. The license granted in this Agreement is a license of space only, and does not create an ownership interest or property rights of any nature in Chicago VPS's real or personal property.
13. Installation and Requirements. Customer shall be responsible for the delivery and installation of the Equipment and the connection of the Equipment to telecommunications lines and power. Except with Chicago VPS's prior written approval and subject to the terms of this Agreement, Customer may only install or remove Equipment upon reasonable prior written notice to Chicago VPS and during business days between 8:00 a.m. and 5:00 p.m. Customer shall only install or place Equipment in the Customer Space. Chicago VPS reserves the right to approve of Customer's technicians and other contractors. During the Term of this Agreement, Customer shall immediately notify Chicago VPS of any space, power or other requirements associated with the installation or operation of the Equipment. Chicago VPS shall have no duty to monitor, maintain or care for the Equipment unless otherwise agreed.
14. Maintenance and Use of Premises. Customer, at its own cost and expense, shall protect, maintain and keep in good order the Customer Space and any Equipment in such space. Customer shall ensure that neither Customer nor its employees, agents, contractors or invitees damage any part of the Premises or any property located in or about the Premises, or interfere, or allow the Equipment to constitute a hazard to or to interfere with, Chicago VPS or any other user of the Premises or any equipment

owned or used by Chicago VPS or any other user of the Premises. Customer shall not make any alterations or installations of any kind to the Premises without the prior written consent of Chicago VPS.

15. Immediate Threats. If, in the determination of Chicago VPS, acting reasonably, the Equipment or customer poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment of Chicago VPS or any other user of the Premises, or poses an immediate threat to the safety of any person, then Chicago VPS may perform such work and take such other actions that it may consider necessary without prior notice to Customer and without liability for damage to the Equipment or for any interruption of Customer's (or its clients') businesses. As soon as practicable after performing such work, Chicago VPS shall advise Customer in writing of the work performed or the action taken.
16. Intervention. If any part of the Equipment is not placed and maintained in accordance with this Agreement, and Customer fails to correct the violation within 7 days after receipt of written notice thereof from Chicago VPS, then Chicago VPS may, at its option, without further notice to Customer, correct the deficiency at Customer's expense without liability for damages to the Equipment or interruption of Customer's (or its clients') businesses. As soon as practicable thereafter, Chicago VPS shall advise Customer in writing of the work performed or action taken. Customer shall immediately reimburse Chicago VPS for all expenses reasonably incurred by Chicago VPS associated with any work or action performed by Chicago VPS with respect thereto.
17. Relocation. Customer shall, at Chicago VPS's expense, relocate the Equipment to other space within the Premises upon Chicago VPS's written request and within 15 days of such request.
18. Periodic Inspections. Chicago VPS reserves the right (upon reasonable prior notice to Customer) to make periodic inspections of any part of the Customer Space or Equipment; provided that Customer shall have the right to have one or more of its employees or representatives present during any such inspection.
19. Access. Subject to the terms of this Agreement and compliance with payment terms under Item 4.3, Customer shall have access to the Premises during the Term. Customer shall cause its employees, agents, contractors or invitees who have access to the Premises to conform to all Chicago VPS rules and regulations (as amended by Chicago VPS from time to time). Failure to comply with the payment terms may result in denial of access as set forth in Item 6.
20. Co-location facility Rules and Regulations. Chicago VPS may vary these rules and regulations from time to time in its sole discretion, and Customer shall comply with all other reasonable security requirements that Chicago VPS may impose from time to time, provided that Customer has been given 30 days notice in writing.
 - 20.1 All Customer employees, agents, contractors or invitees ("Customer Persons") having access to the Premises must be approved in advance by Chicago VPS. Approval by Chicago VPS does not release Customer from its responsibilities pursuant to this Agreement, nor by approving such Customer Persons does Chicago VPS waive its right to be indemnified by Customer.
 - 20.2 Customer must provide Chicago VPS with particulars, including a current photograph of each Customer Person, before that Customer Person is given access to the Premises
 - 20.3 No more than three Customer Persons shall be authorized to have access to the Premises at any time.
21. Removal of Equipment. Upon termination or expiration of the Term of this Agreement, unless prohibited by Chicago VPS as permitted by this Agreement, Customer shall remove the Equipment from the Premises. Unless the Parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination or expiration, Chicago VPS shall have the right to remove, relocate, or otherwise store the Equipment at Customer's expense without liability to Customer. If after 30 days of such storage by Chicago VPS Customer has not retrieved the Equipment and paid any indebtedness owing to Chicago VPS, then Chicago VPS may exercise all the rights and remedies of a secured party under applicable law including, without limitation, Chicago VPS may sell the Equipment to third parties and use the proceeds of such sale to satisfy any such indebtedness as well as any costs (including reasonable legal fees) incurred by Chicago VPS in exercising any remedy under this Agreement.
22. Security. As continuing security for the obligations of Customer to Chicago VPS as set out in this Agreement, Customer hereby grants to Chicago VPS a security interest in the Equipment of Customer now located or hereafter located in the Customer Space and all proceeds therefrom in the event of a disposition thereof in accordance with the terms of this Agreement.
23. Ownership of Equipment. Customer represents and warrants that it either owns all Equipment or has all necessary rights to locate the Equipment in the Premises.
24. Consent to Video Monitoring. Customer acknowledges, agrees and hereby consents under applicable privacy laws that Chicago VPS may monitor the Premises by way of closed circuit television or other monitoring device for the purposes of maintaining the safety and security of the Premises, any equipment in the Premises, and any persons using or present in the Premises from time to time.

BANDWIDTH TERMS AND CONDITIONS

25. Bandwidth Services. Chicago VPS shall provide to Customer the Internet Connectivity, IP Addresses and Internet Traffic services (collectively, the "Bandwidth Services"), as specified in the Service Table of the Sales Order Contract (as amended by the parties from time to time). Chicago VPS shall provide Bandwidth Services in accordance with this Agreement, including the

Service Level Agreement contained herein. Customer shall comply (and shall cause its clients to comply as if those clients were the Customer) with the Acceptable Uses Policy (as amended by Chicago VPS from time to time) contained herein. Chicago VPS shall have the right, but not the obligation, without prior notice, to monitor online conduct and communications, in order to verify compliance with this Agreement and applicable law. The security for transmissions made using the Bandwidth Services is the responsibility of Customer. Customer's sole remedy for any interruption of Bandwidth Services shall be to receive refunds in accordance with the Service Level Agreement. Customer agrees to defend, indemnify and hold harmless Chicago VPS, and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any action or claim by a third party against the Indemnities asserting an intellectual property right violation or any other third party claims which concern Customer's (or its clients') use of the Bandwidth Services (including without limitation transmission of any message, information, software or other materials, or service interruptions).

26. IP Addresses. Any IP Addresses allocated to Customer by Chicago VPS must be maintained by Customer in an efficient manner as deemed by ARIN and utilized at 80% within 30 days of assignment by Chicago VPS to Customer. Failure to comply with this Section may result in the revocation of IP Addresses by Chicago VPS after five days notice to Customer.

27. Traffic Billing.

27.1 For purposes of billing, traffic is measured as of the last day of each month.

27.2 Traffic is measured using MRTG.

27.3 Real-time access to MRTG data is available via a Web interface.

27.4 Traffic data is captured on the Chicago VPS switch associated with the customer connection.

27.5 All BGP customers shall be charged based on the 95th percentile method.

TECHNICAL SUPPORT AND SERVICES PRICING

Network Operations Support (remote hands)

Network Operations Support (8am – 5pm, Mon – Fri)	\$125.00/hour	billed in 15 minute increments
Network Operations Support (Outside Business Hours)	\$125.00/hour	billed in 15 minute increments

Network Operations Support (remote hands)

24 hr. systems monitoring.....\$100.00/month/IP

Primary & secondary DNS.....\$50.00/year/domain

Domain name changes.....\$10.00/domain

Other.....

Additional Access Cards (key included).....\$50.00/card

ACCEPTABLE USES POLICY (AUP)

Customer agrees to use Bandwidth Services only for lawful purposes, in compliance with all applicable law. Specific activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior.
- Violating United States export control laws for software or technical information.
- Misrepresenting or fraudulently representing products/services using Customer's account.
- Transmission, distribution or storage of any material in violation of any applicable law or regulation.
- Transmission, distribution or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, and material that is obscene, defamatory, an invasion of privacy or constitutes an illegal threat, or is otherwise illegal.
- Facilitating, aiding, or encouraging any of the above activities, whether using Chicago VPS's network or service by itself or via a third party's network or service.
- Interference with a third party's use of Chicago VPS's network or service, or ability to connect to the Internet or provide services to Internet users.
- Transmission, distribution or storage of any material that is slanderous or libelous.
- Transmission, distribution or storage of any material that is considered child pornography or otherwise prohibited by law.

Email

Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Customer shall not use another site's mail server to relay email without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside Chicago VPS network. It is also strictly forbidden to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE). A Customer's connectivity may be terminated without delay if the Customer has been documented on a recognized SPAM abuse list or if the Customer has previously been denied access from another provider due to AUP violations.

System and Network Security

Customer is prohibited from utilizing Chicago VPS services to compromise the security or tamper with system resources or accounts on computers at the Premises or at any third party site.

Specific activities that are prohibited include, but are not limited to:

- Use or distribution of tools designed for compromising security.
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.

Violation

Chicago VPS, in its sole discretion, shall determine what action shall be taken in response to a violation on a case-by-case basis. Violation of this AUP could also subject Customer to criminal or civil liability. Chicago VPS may block access at the router level to Customer's Equipment involved. If Chicago VPS believes, in its sole discretion, that a violation of this AUP has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to the equipment, and the suspension or termination of Customer's Services under this Agreement. Chicago VPS may involve and shall also fully cooperate with law enforcement authorities (including compliance with court orders) in investigating suspected lawbreakers.

Reporting Copyright Violations.

Chicago VPS complies with the Digital Millennium Copyright Act ("DMCA"). Chicago VPS encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to:

DMCA Notices

Velocity Servers Inc.
8185 Sheridan Drive

Williamsville NY 14221

Telephone Number of Designated Agent: 800.518.9716
Facsimile Number of Designated Agent: 716.335.9628
Email Address of Designated Agent: dmca@ChicagoVPS.com

1. For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement. (For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).):

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Chicago VPS to locate the material
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- You should be aware that, under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

2. Chicago VPS reserves the right to suspend or terminate any customer pursuant to any valid DMCA complaint. Furthermore, Chicago VPS, in its sole discretion, may suspend or terminate, without notice, any User that Chicago VPS determines is a repeat copyright infringer.

Chicago VPS reserves the right to modify this AUP at any time without notice.

Customer is responsible for all use of the Bandwidth Services by itself, its employees, agents, contractors, invitees and clients, whether such use is with or without the consent of Customer.

SERVICE LEVEL AGREEMENT(SLA)

Chicago VPS has implemented a high-availability Internet Transit network infrastructure, available within secure Co-location facilities. This has been accomplished by the following:

- 1) All Customer connections make use of Cisco's HSRP (hot standby router protocol)
- 2) Multiple upstream providers
- 3) Fully redundant internal backbone network
- 4) All network devices have onsite spares
- 5) All key network components are monitored 24x7

What is covered by Chicago VPS's 100% Uptime SLA

- Chicago VPS Bandwidth
- Chicago VPS Power
- Cross Connections to Chicago VPS Bandwidth Network

What is covered by Chicago VPS's 4-hour hardware replacement Guarantee

- Chicago VPS Owned Equipment

What is not covered by Chicago VPS's guarantee or SLA

- Cross connections to 3rd parties
- Hardware owned by customer

Service Level Agreement Terms for Onsite Co-location Customers

Chicago VPS shall provide 100 % uninterrupted transit to the Internet to all co-location customers who have purchased said service from Chicago VPS. Should transit to the Internet become unavailable for a cumulative period up to one hour in any one calendar month, Customer shall receive a refund equivalent to one day of Customer's pro-rated Recurring Monthly Fees for that month. Customer shall receive an additional refund of one day of the pro-rated Internet Connectivity Recurring Monthly Fees for each additional hour, or portion thereof, of unavailability. Chicago VPS guarantees that customers who purchase redundant power configurations (described as "A+B redundant circuits) shall receive 100 % uninterrupted access to electrical service. Should both sides of a redundant power configuration experience a failure and become unavailable for a cumulative period up to one hour in any one calendar month, Customer shall receive a refund equivalent to one day of Customer's pro-rated Recurring Monthly Fees for that month. Customer shall receive an additional refund of one day of the pro-rated Electrical Recurring Monthly Fees for each additional hour, or portion thereof, of unavailability. All refund calculations shall be based on unavailability in one-hour increments. The above agreement does not cover outages caused by equipment and/or events not under the direct control of Chicago VPS or caused by individuals not directly employed by Chicago VPS. This Service Level Agreement does not cover

outages due to scheduled or emergency network and/or facility maintenance, which shall be broadcast to all customers in advance, and shall not exceed 20 minutes per month.

Any and all refunds to Customer shall not exceed 50% of the Customer's Recurring Monthly Fees for the month in which the refund is paid.

Performance Guarantee

Chicago VPS shall maintain its network in such a manner as to provide to all customers the best possible performance to the Internet. In order to achieve this Chicago VPS makes the following guarantees to all onsite Internet customers:

- 100% guaranteed uninterrupted transit to the Internet
- Zero packet loss internal to Chicago VPS network

In addition to the above performance guarantees Chicago VPS shall take all possible measures to insure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the Internet using its best possible upstream link.

By signing below, each party acknowledges that it has read, understands, and agrees to the terms of this Co-location and Bandwidth Services Agreement.

Agreed to by:

CHICAGO VPS

CUSTOMER

By:

By:

(Signature)

Signature)

(Name typed or printed)

(Name typed or printed)

(Title)

(Title)

(Date)

(Date)