

ACCEPTABLE USE POLICY - Last Modified: September 2012

A. General

Savvis Inc. DBA CenturyLink TS and its affiliates (hereinafter "CenturyLink") provide a variety of information, Internet, network-, and technology-related services ("Services"). CenturyLink has formulated this Acceptable Use Policy ("AUP") in order to ensure the appropriate use of the Services and the CenturyLink network, systems, and facilities ("Infrastructure") by our customers, our customers' customers, members or end-users, and any other parties who use or access the Services or the Infrastructure (collectively, "Users"). All Users must comply with this AUP. CenturyLink reserves the right to change this AUP from time to time and will notify Users by posting a revised copy of the AUP on the CenturyLink Web site at <http://www.centurylinktechnology.com>. By using or accessing the CenturyLink Services or Infrastructure, Users agree to be bound by the terms of this AUP. Any indirect or attempted violation of this policy by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of the policy by the User and the User shall be held directly accountable therefore.

B. Acceptable Use

Users shall not use the CenturyLink Services or Infrastructure to transmit, distribute, or store material: (a) in violation of any applicable law, regulation, or judicial order; (b) that violates the terms of this AUP, the terms of any applicable agreement with CenturyLink, or any other CenturyLink policy applicable through the Agreement; (c) that interferes with or adversely affects the Services or Infrastructure or use of the Services or Infrastructure by other CenturyLink customers; or (d) that may expose CenturyLink to criminal or civil liability. Users shall cooperate with CenturyLink in investigating and correcting any apparent breach of this AUP. Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Services or Infrastructure.

In particular, but without limiting the more general prohibitions in this AUP, Users shall not use the Services or Infrastructure, or assist anyone else to:

1. Transmit, distribute or store information or material that, as reasonably determined by CenturyLink, is (a) inappropriate, obscene (including child pornography), defamatory, threatening, abusive, advocating violence, or which violates a law, regulation, or public policy; (b) harmful to or interferes with CenturyLink's provision of Services, the Infrastructure, or any third party's networks, equipment, applications, services, or Web sites (e.g., viruses, worms, Trojan horses, etc.); (c) would infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); (d) fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as "phishing"); or (e) violates generally accepted standards of Internet usage;

2. Attempt to disrupt, degrade, impair, or violate the integrity or security of the Services or Infrastructure or the computers, services, accounts, or networks of any other party (e.g., "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of CenturyLink IP space;

3. Avoid incurring charges or otherwise being required to pay for Services;

4. Transmit unsolicited bulk e-mail messages ("Spam"); having third parties send out Spam on any user's behalf; receiving replies from unsolicited e-mails (commonly referred to as "drop-box" accounts) or configuring any e-mail server in such a way that it will accept third party e-mails for forwarding (e.g., "open mail relay"). Bulk e-mail may only be sent to recipients who have expressly requested receipt of such e-mail messages via a "verified opt-in" process, which must be adhered to in its entirety for any bulk e-mail to be considered "solicited" by CenturyLink. Users that send bulk e-mail must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and to immediately provide CenturyLink with such records upon request of CenturyLink. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization. Users are also prohibited from using the service of another provider to send Spam in order to promote a site hosted on or connected to the Services or Infrastructure, and Users shall not use the Services or Infrastructure in order to (a) send e-mail messages that are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, or (d) send malicious e-mail, including, without limitation, "mailbombing";

5. Violate any charters, policies, rules or agreements promulgated by any search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services or Infrastructure ("Usenet Rules"), including, without limitation, any cross postings to unrelated news groups, continued posting of off-topic messages, and disrupting newsgroups with materials, postings, or activities that are inappropriate (as determined by CenturyLink in its sole discretion), unless such materials or activities are expressly allowed or encouraged under the Usenet Rules;

6. Violate the applicable acceptable use policies of other ISPs when data, content, or other communications are carried across the networks of such ISPs.

C. CenturyLink's Rights and Remedies

CenturyLink has no responsibility for any material or information created, stored, maintained, transmitted, or accessible on or through the Services or Infrastructure and is not obligated to monitor or exercise any editorial control over such material. In the event that CenturyLink becomes aware that any such material may violate this AUP and/or expose CenturyLink to civil or criminal liability, CenturyLink reserves the right to investigate such material, block access to such material, and suspend or terminate any Services without liability. CenturyLink further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that CenturyLink believes is responsible for such violation. CenturyLink also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way CenturyLink's rights and remedies at law or in equity that may otherwise be available.

D. Additional Provisions for Internet Data Center

Users. In addition to the above provisions, the following additional provisions shall apply to those customers and its authorized representatives that have access to CenturyLink's Internet Data Centers ("IDC") as a part of Services. The below provisions are in addition to,

and to the extent not in conflict with, the rules of the individual IDC or CenturyLink security or related policies.

1. Access to the IDCs. Only those individuals properly authorized by our Network Operations Center in accordance with CenturyLink's security policies shall be permitted access to the IDCs. Customer shall deliver prior written notice to CenturyLink of any personnel for which they desire to provide IDC access ("Authorized Personnel") in accordance with CenturyLink's security policies. Customer and its Authorized Personnel shall not allow any unauthorized persons to have access to or enter any IDC, such as by "tailgating" or any other means. Customer and its Authorized Personnel may only access that portion of an IDC made available by CenturyLink to Customer for the placement of Customer's equipment and use of the IDC Services (the "Customer Area"), and common areas of the IDC (e.g., entryways and bathrooms) unless otherwise approved and accompanied by an authorized CenturyLink representative.

2. Conduct at IDCs. Customer and its Authorized Personnel shall adhere to and abide by all security and safety measures established by CenturyLink from time to time and set forth in the Customer Guide provided by CenturyLink to Customer or posted at the IDC. Customer and its Authorized Personnel shall not: (a) touch, inspect, interface, or interfere with, use, misuse, or abuse any CenturyLink or third party's property or equipment; (b) harass or interfere with the normal activities of any individual, including CenturyLink or other customers' employees or authorized representatives; or (c) engage in or assist another in engaging in any activity that is in violation of the law or this AUP.

3. Prohibited Items. Customer and its Authorized Personnel shall keep each Customer Area clean, free, and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by CenturyLink: (a) place any computer hardware or other equipment in the Customer Area that is not required for the use or implementation of Services or which contains any combustible or hazardous material; (b) store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals); or (c) bring any Prohibited Materials (as defined below) into any IDC. "Prohibited Materials" include, without limitation, the following and any other similar items: food and drink; tobacco products; explosives and weapons; hazardous materials of chemicals; alcohol, illegal drugs, and other intoxicants; magnets or electro-magnetic devices; radioactive materials; or photographic or recording equipment of any kind (other than tape or digital backup equipment used exclusively for the customers own equipment).

4. Customer Equipment and Connections. Each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labeled with Customer's name (or code name provided in writing to CenturyLink) and individual component identification. All Customer Equipment shall be identified in writing by Customer and each connection to and from a piece of Customer Equipment shall be clearly labeled with Customer's name (or code name provided in writing to CenturyLink) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements. Customer must provide CenturyLink with at least 48 hours prior notice any time Customer intends to connect or disconnect any Customer Equipment or other equipment.

E. Scheduled Maintenance

For information on scheduled maintenance, please view the maintenance schedule posted on CenturyLink's Web site, <http://www.centurylinktechnology.com/maintenance>.