

MSA / AUP / SLA
MASTER SERVICES AGREEMENT

(Last updated December 30, 2010)

The Master Services Agreement is between DELAWARE VALLEY ON LINE (“we,” “us” or “our”) and the customer who orders DELAWARE VALLEY ON LINE products and services (“you,” “your” or “Customer”).

This Master Services Agreement governs your purchase and use of all Services offered by DELAWARE VALLEY ON LINE, as may be further described in this Agreement or any Order. This Agreement applies to you and your employees, agents, contractors, or other users who obtain Services from DELAWARE VALLEY ON LINE (each such person or entity being a “User”). You must register with DELAWARE VALLEY ON LINE and accept the terms of this Agreement in order to use the Services. BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement is the complete and exclusive agreement between you and DELAWARE VALLEY ON LINE regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

Your use of DELAWARE VALLEY ON LINE Services is governed by this Master Services Agreement, the Acceptable Use Policy, the Service Level Agreement, and the terms of your Order. When we use the term “Agreement” in any of the Master Services Agreement, the Acceptable Use Policy, the Service Level Agreement, or an Order, we are referring to all of them collectively. If there is any inconsistency or conflict between the provisions of any these documents, then the documents will be given precedence in the following order: (a) the Master Services Agreement, (b) the Acceptable Use Policy, (c) the Services Level Agreement, and (d) the terms of your Order.

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1 DEFINITIONS

“Acceptable Use Policy” means DELAWARE VALLEY ON LINE’s Acceptable Use Policy found at <http://www.dvol.com> as of the date you sign or submit your Order.

“ACH” means Automated Clearing House.

“Business Day” means 8:00 a.m. – 8:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding federal public holidays in the United States and Canada for Services provided in North America, and 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) Monday through Friday for Services provided in the United Kingdom.

“Cancellation Date” is defined based on the Cancellation Request, product line and contract term. Accordingly, for:

- (a) Managed Hosting Services – the Cancellation Date would be 14 days from the date the Cancellation Request was submitted to DELAWARE VALLEY ON LINE;
- (b) Dedicated Hosting Services – for month-to-month Agreements, the Cancellation Date would be one day after the Cancellation Request was submitted to DELAWARE VALLEY ON LINE;
- (c) Dedicated Hosting Services – for non-monthly Agreements, the Cancellation Date would be 14 days from the date the Cancellation Request was submitted to DELAWARE VALLEY ON LINE; and
- (d) Colocation and Network Services – the Cancellation Date would be 30 days from the date the Cancellation Request was submitted to DELAWARE VALLEY ON LINE.

“Cancellation Request” means a written based service cancellation request submitted via support ticket. To schedule your account for cancellation, please login to www.dvol.com and submit a ticket. This will ensure that your account is processed for cancellation and will generate an email that will be sent to you regarding full details of your request as well as the offline date of your server. DELAWARE VALLEY ON LINE is not responsible for continued invoicing if the above method is not followed. The following sets the Cancellation Request requirements based on the product line and contract term:

- (a) Monthly contracts relating to:
 - (i) Managed Hosting Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 14 days in advance of the requested Cancellation Date;
 - (ii) Dedicated Hosting Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 24 hours in advance of the Cancellation Date; and

(iii) Colocation and Network Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 30 days in advance of the Cancellation Date.

(b) Non-monthly contracts (quarterly, semi-annually, annually, 24 months, and other terms);

(i) Managed Hosting Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 14 days in advance of the requested Cancellation Date;

(ii) Dedicated Hosting Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 14 days in advance of the requested Cancellation Date; or

(iii) Colocation and Network Services – Cancellation Request should be submitted to DELAWARE VALLEY ON LINE at least 30 days' notice in advance to the Cancellation Date.

“Confidential Information” means all information disclosed by either party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including without limitation: (a) for you, all information transmitted to or from, or stored on, DELAWARE VALLEY ON LINE’s systems, (b) for DELAWARE VALLEY ON LINE, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including without limitation non-graphic information you may observe on a tour of a data center), server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other’s Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered “Confidential Information” of the other party.

“EFT” means Electronic Fund Transfer.

“Order” means either: (a) the online order that you submit to DELAWARE VALLEY ON LINE via the DELAWARE VALLEY ON LINE Website, or (b) any other written order (either in electronic or paper form) provided to you by DELAWARE VALLEY ON LINE for signature that describes the Services you are purchasing, and that is signed by you, either manually or electronically.

“DELAWARE VALLEY ON LINE” is defined conditionally as Delaware Valley On Line, 204 Owen Avenue, Lansdowne, PA 19050, USA.

“DELAWARE VALLEY ON LINE Website” means DELAWARE VALLEY ON LINE’s websites located at <http://www.dvol.com>.

“Services” means those DELAWARE VALLEY ON LINE products or services described in the Order.

“Service Level Agreement” means DELAWARE VALLEY ON LINE’s Service Level

“Third Party Products” means third party software or products that DELAWARE VALLEY ON LINE may provide to you under this Agreement.

“Third Party Vendors” means certain reseller and other relationships that DELAWARE VALLEY ON LINE has established with certain commercial vendors.

2 OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

2.1 DELAWARE VALLEY ON LINE OBLIGATIONS.

For all Orders accepted by DELAWARE VALLEY ON LINE and subject to this Master Service Agreement, DELAWARE VALLEY ON LINE agrees to provide the Services and the applicable support listed on your Orders, subject to and in accordance with DELAWARE VALLEY ON LINE’s Service Level Agreement.

2.2 YOUR OBLIGATIONS.

You agree to do each of the following:

- (a) pay when due the fees for the Services and applicable charges;
- (b) use reasonable security precautions in light of your use of the Services;
- (c) cooperate with DELAWARE VALLEY ON LINE’s reasonable investigation of outages, security problems, and any suspected breach of the Agreement;
- (d) keep your billing contact, information, and other account information up to date;
- (e) immediately notify DELAWARE VALLEY ON LINE of any unauthorized use of your account or any other breach of the security of the Services; provided, that in the event of a dispute between the parties regarding the interpretation of applicable law or the Acceptable Use Policy, then DELAWARE VALLEY ON LINE’s reasonable determination will control;
- (f) pay all federal, state, and local sales, use, value added, surcharges, excise, franchise, property, gross receipts, license, privilege, and any other taxes assessed with respect to the Services; and

(g) provide DELAWARE VALLEY ON LINE with accurate factual information to help DELAWARE VALLEY ON LINE determine if any tax is due with respect to the provision of the Services, and if DELAWARE VALLEY ON LINE is required by law to collect taxes on the provision of the Services, then you must pay DELAWARE VALLEY ON LINE the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax.

2.3 ACCEPTABLE USE POLICY.

By agreeing to the terms and conditions of this Agreement, you agree to DELAWARE VALLEY ON LINE's Acceptable Use Policy, which is expressly incorporated herein by reference.

2.4 INTELLECTUAL PROPERTY RIGHTS.

You warrant, represent, and covenant to DELAWARE VALLEY ON LINE that:

- (a) you are at least 18 years of age if an individual;
- (b) you possess the legal right and ability to enter into this Agreement;
- (c) you and your Users will use the Services only for lawful purposes and in accordance with this Agreement, DELAWARE VALLEY ON LINE's Acceptable Use Policy, and all applicable DELAWARE VALLEY ON LINE policies and guidelines, as contained in this Agreement posted on the DELAWARE VALLEY ON LINE Website; and
- (d) you and your Users have obtained all license or other rights necessary to install or use any software or products in conjunction with your use of the Services.

2.5 IP NUMBERS.

DELAWARE VALLEY ON LINE will maintain and control ownership of all Internet protocol numbers and addresses that it may assign to you. DELAWARE VALLEY ON LINE may, in its sole discretion, change or remove any and all Internet protocol numbers and addresses.

2.6 THIRD PARTY PRODUCTS.

For your convenience, DELAWARE VALLEY ON LINE may provide you access to Third Party Products through certain Third Party Vendors. Neither DELAWARE VALLEY ON LINE nor any Third Party Vendor makes any representations or warranties of any kind, express or implied, regarding any Third Party Products. You agree that will not (a) copy any license keys or otherwise decrypt or circumvent any

license key, (b) run Third Party Products on a second system or through any other hosting provider, (c) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any Third Party Product, or (d) reverse engineer, decompile, or disassemble any Third Party Product, except to the extent that such activity is expressly permitted by the Third Party Vendor or applicable law. You agree to observe the terms of any license or applicable end user subscriber agreement for Third Party Products and DELAWARE VALLEY ON LINE will not have any liability for your use of any Third Party Products or any violation of any license agreements or end user subscriber agreements that govern such Third Party Products. You will be solely responsible for any additional software of products that you install or use in conjunction with the Services.

2.7 ADDITIONAL REQUIREMENTS FOR USING MICROSOFT SOFTWARE.

If Microsoft software is provided to you as part of the Services, then additional restrictions may apply, including but not limited to limits on the number of authenticated users of the Microsoft Windows Server Operating Systems under Microsoft Corporation's licensing terms.

2.8 SECURITY.

DELAWARE VALLEY ON LINE is not responsible for any security breaches affecting servers or accounts under your sole control. If your server is responsible for or involved in an attack on or unauthorized access into another server or system, then you will notify DELAWARE VALLEY ON LINE immediately, and DELAWARE VALLEY ON LINE will have the right to respond accordingly, including without limitation the right to identify, isolate, and block the source of the attack.

3 TERM AND PAYMENT FOR SERVICES

3.1 TERM.

This Agreement will be for the "Initial Term" as further described in the Order. If no term is listed in the Order, then the Initial Term will be one month. At the end of the Initial Term, the Agreement will renew on a month to month basis. If you do not wish to renew, then you must provide DELAWARE VALLEY ON LINE the Cancellation Request as provided in this Agreement.

3.2 TERMINATION.

This Agreement may be terminated in one of the following ways:

- (a) by you without cause and for convenience by providing the Cancellation Request;

- (b) by DELAWARE VALLEY ON LINE without cause by providing you with a written notice at least 10 days prior to the termination date.
- (c) by DELAWARE VALLEY ON LINE in the event you do not pay any undisputed fees due hereunder within or after 10 days of the due date;
- (d) by DELAWARE VALLEY ON LINE effective immediately if the domain has been terminated by the Registrar of service; domain has been transferred to another server with or without notice to DVOL; DNS server has been moved effectively moving the domain and web site with or without notice to DVOL.
- (e) by you or DELAWARE VALLEY ON LINE, if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the terminating party specifying such breach or failure; or
- (f) as otherwise provided in this Agreement or the Acceptable Use Policy.

3.3 TERMINATION LIABILITY.

If you terminate this Agreement before the end of the Initial Term other than for DELAWARE VALLEY ON LINE's material breach, then you will be required to pay:

- (a) actual amounts that have been invoiced for the Services provided to the date the Agreement is terminated as determined by the Cancellation Date, and
- (b) for non-monthly Agreements, the difference between the monthly rate for the Services listed on the Order at the time of the Order, and the rate the Services were discounted to based on the Term pricing grid including any and all promotions. For the discount calculation, your liability will be limited to the period from the commencement of the Initial Term to the Cancellation Date.

3.4 PAYMENT.

- (a) All charges under this Agreement are due and payable on the due date of the invoices unless otherwise agreed to in writing.
- (b) For recurring billing, Services are billed one month in advance and payments are due 30 days of the date of invoice.
- (c) for non-recurring fees (such as fees for initial set-up, backup overages, bandwidth overages, paid for support request and any other non-recurring service) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at DELAWARE VALLEY ON LINE's option; provided that DELAWARE VALLEY ON LINE may wait to charge your credit card until the total aggregate fees due are at a minimum billable amount. Unless otherwise agreed in the Order or modified via request, your billing cycle will be monthly, beginning on the date that DELAWARE VALLEY ON LINE first makes the Services available to you.

(d) Unless you have made other arrangements, DELAWARE VALLEY ON LINE will charge your credit card and/ or ACH or EFT on the due date. If you pay by credit card or ACH or EFT, then DELAWARE

VALLEY ON LINE will charge your credit card or bank account (as applicable) to pay for any charges that may apply to your account.

(e) Charges that are not disputed within 60 days of the date charged are conclusively deemed accurate.

(f) You also will be responsible for any costs DELAWARE VALLEY ON LINE incurs in enforcing collection of any amounts due under this Agreement, including without limitation reasonable attorney's fees, court costs, or collection agency fees.

(g) You will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for your account.

(h) Non Sufficient Funds Fees (NSF) – DELAWARE VALLEY ON LINE has the right to charge you NSF fees if your payment method is check (cheque) and it was returned by the bank due insufficient funds. The fees are Thirty (USD\$ 30), Thirty (CAD\$ 30) and fifteen (GBP £ 15) in the United States, Canada and the United Kingdom respectively.

(i) If you pay by credit card or ACH or EFT, then DELAWARE VALLEY ON LINE will charge your credit card or bank account (as applicable) to pay for any charges that may apply to your account. You agree that you will notify DELAWARE VALLEY ON LINE of any changes to your account, your billing address, or any information that DELAWARE VALLEY ON LINE may reasonably require in order to process your payments in a timely manner.

(j) Payment for invoices that are not formally and rightfully deemed as disputed may be subject to interest at a rate of one and one-half percent (1.5%) per month accruing from date the invoice was due.

3.5 REFUND AND DISPUTES.

Except where expressly provided in this Agreement, all payments to DELAWARE VALLEY ON LINE are nonrefundable. This includes but is not limited to any applicable setup fees and subsequent charges, regardless of usage. You must report any overcharges or billing disputes to DELAWARE VALLEY ON LINE within 60 days of the time on which you became aware, or should have become aware, of the existence of the overcharge or dispute.

3.6 DATA RETENTION / SERVER RECLAIM POLICY.

DELAWARE VALLEY ON LINE makes no guarantees about retaining any data stored on DELAWARE VALLEY ON LINE's systems or servers following expiration or termination of this Agreement. DELAWARE VALLEY ON LINE will typically delete such data (a) seven days following termination of any DELAWARE VALLEY ON LINE Managed Hosting Services by either you or DELAWARE VALLEY ON LINE or (b) on your next billing date following termination of any DELAWARE VALLEY ON LINE Dedicated Hosting Services by

either you or DELAWARE VALLEY ON LINE. You will not have access to your data stored on DELAWARE VALLEY ON LINE's systems or servers during a suspension or following a termination.

4 MODIFICATION

DELAWARE VALLEY ON LINE may modify any of the terms and conditions contained in this Agreement at any time at its sole discretion. Any modifications are effective upon posting of the revisions on the DELAWARE VALLEY ON LINE Website. Your continued use of the Services following DELAWARE VALLEY ON LINE's posting of any modifications constitutes your acceptance of the modifications. If you do not agree to the terms of any modification, you may terminate the Agreement without any further liability by providing written notice to DELAWARE VALLEY ON LINE within 30 days of the posting of any modifications of this Agreement by DELAWARE VALLEY ON LINE.

5 LIMITATION OF LIABILITY AND INDEMNITY

5.1 MONITORING USER ACTIVITY.

Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. DELAWARE VALLEY ON LINE exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any content of the information made available for distribution via the Services, including without limitation any information passing through DELAWARE VALLEY ON LINE's host computers, network hubs and points of presence, or the Internet, or any content posted any User may post on any website. In no event will DELAWARE VALLEY ON LINE, its parent company, and their affiliates and subsidiaries have any liability to you or any third party for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Services through accident, or fraudulent means or devices.

5.2 INTERRUPTION OF SERVICE.

Except as set expressly provided in DELAWARE VALLEY ON LINE's Service Level Agreement, DELAWARE VALLEY ON LINE will not be liable for any temporary delay, outages, or interruptions of the Services. Further, DELAWARE VALLEY ON LINE is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure). DELAWARE VALLEY ON LINE cannot guarantee that (a) access to the Services will be uninterrupted or error-free, (b) defects will be corrected, or (c) the Services will be secure.

5.3 WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY DELAWARE VALLEY ON LINE OR ANY THIRD PARTY VENDORS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS AND NEITHER DELAWARE VALLEY ON LINE, ITS PARENT COMPANY, NOR THEIR AFFILIATES AND SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. DELAWARE VALLEY ON LINE, ITS PARENT COMPANY, AND THEIR AFFILIATES AND SUBSIDIARIES HEREBY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.4 LIMITATION OF LIABILITY.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DELAWARE VALLEY ON LINE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, DELAWARE VALLEY ON LINE'S LIABILITY TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO DELAWARE VALLEY ON LINE UNDER THIS AGREEMENT DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHER TORTS. THE FEES FOR THE SERVICES SET BY DELAWARE VALLEY ON LINE UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY WITH RESPECT TO THOSE LIABILITIES THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED EVEN IF ANY OTHER PROVISION MAY SUGGEST OTHERWISE.

5.5 CUSTOMER INDEMNITY.

You agree to indemnify, defend, and hold harmless DELAWARE VALLEY ON LINE, its parent company, and their affiliates and subsidiaries, and all employees, officers, directors, partners, representatives or any such entity, from and against any and all third party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by DELAWARE VALLEY ON LINE arising out of any breach of this Agreement by you, your Users, or your customers.

5.6 DELAWARE VALLEY ON LINE INDEMNITY.

DELAWARE VALLEY ON LINE agrees to indemnify, defend, and hold harmless Customer from and against any and all third party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) asserted against or suffered by Customer arising out of any claim alleging that the Services as provided by DELAWARE VALLEY ON LINE infringe any third party's intellectual property rights.

6 GOVERNING LAW

6.1 SERVICES RENDERED IN CANADA.

With respect to Services rendered by DELAWARE VALLEY ON LINE in Canada, this Agreement will be governed by, and construed in accordance with, the laws of Canada and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in the Province of British Columbia; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

6.2 SERVICES RENDERED IN THE UNITED STATES.

With respect to Services rendered by DELAWARE VALLEY ON LINE in the United States of America, this Agreement will be governed by, and construed in accordance with, the laws of the state of Washington and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in the state of Washington; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

6.3 SERVICES RENDERED IN THE UNITED KINGDOM.

With respect to Services rendered by DELAWARE VALLEY ON LINE in the United Kingdom, this Agreement will be governed by, and construed in accordance with, the laws of England and Wales and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in England; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

7 MISCELLANEOUS PROVISIONS

You and DELAWARE VALLEY ON LINE are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and DELAWARE VALLEY ON LINE. The waiver of any breach or default of this Agreement will not

constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. You may not sell, assign or transfer your rights or delegate your duties under this Agreement either in whole or in part without the prior written consent of DELAWARE VALLEY ON LINE, and any attempted assignment or delegation without such consent will be void. DELAWARE VALLEY ON LINE and you agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third Party Products, there will be no third party beneficiaries to this Agreement. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect. Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain in full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability arising out of any breach of this Agreement occurring prior to said termination or expiration. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement. Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.

ACCEPTABLE USE POLICY

(LAST UPDATED DECEMBER 5, 2009)

This Acceptable Use Policy (the "AUP") governs your use of all products and services (collectively, the "Services") offered by DELAWARE VALLEY ON LINE, as may be further described in any written proposal submitted by DELAWARE VALLEY ON LINE to you or any service order forms submitted by you and accepted by DELAWARE VALLEY ON LINE (collectively, the "Service Order Form"). This AUP applies to you and your employees, agents, contractors, or other users who obtain Services from DELAWARE VALLEY ON LINE (each such person or entity being a "User"). BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AUP AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

1. PROHIBITED USE.

DELAWARE VALLEY ON LINE's services may only be used for lawful purposes. Users may not use DELAWARE VALLEY ON LINE's Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- (a) Utilizing the Services to send mass unsolicited e-mail to third parties. Provided, however, that Users may use software programs or services provided by DELAWARE VALLEY ON LINE to send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable state, federal and international regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.
- (b) Utilizing the Services to be involved in the distribution of tools designed for the aiding of unsolicited bulk email.
- (c) Utilizing the Services in such a way that User becomes documented on a recognized SPAM abuse list or if the User has previously been denied access from another provider due to similar acceptable use policy violations.
- (d) Using Internet Relay Chat ("IRC") on the Company network. This includes, but is not limited to, the use of IRC clients, server software, bots or anything related to IRC.
- (e) Utilizing the Services in connection with any illegal activity. Without limiting the general application of this provision, Users may not: utilize the services to:
 - (i) Copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - (ii) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of any third party;
 - (iii) Traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - (iv) Export encryption software to points outside the United States in violation of applicable export control laws; or
 - (v) Violate any applicable state, federal and international law.
- (f) Utilizing the Services in connection with any tortious or actionable activity. Without limiting the general application of this provision, Users may not utilize the Services to:
 - (i) Publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person; or

(ii) Threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.

(g) Utilizing the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this provision, Users may not utilize the Services to:

(i) Cause denial of service attacks against DELAWARE VALLEY ON LINE or other network hosts or Internet users or to otherwise degrade or impair the operation of DELAWARE VALLEY ON LINE's servers and facilities or the servers and facilities of other network hosts or Internet users;

(ii) Offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;

(iii) Resell access to CGI scripts installed on DELAWARE VALLEY ON LINE's servers;

(iv) Subvert, or assist others in subverting, the security or integrity of any DELAWARE VALLEY ON LINE systems, facilities or equipment;

(v) Gain unauthorized access to the computer networks of DELAWARE VALLEY ON LINE or any other person;

(vi) Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;

(vii) (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or Internet nicknames);

(viii) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;

(ix) Conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);

(x) Distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

(xi) Solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;

(xii) Post messages, run scripts or run software programs that consume excessive CPU time or storage space;

(xiii) In any manner that might subject DELAWARE VALLEY ON LINE to unfavorable regulatory action, subject DELAWARE VALLEY ON LINE to any liability for any reason, or adversely affect DELAWARE

VALLEY ON LINE's public image, reputation or goodwill, including, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials; or

(xiv) In any other manner to interrupt or interfere with the Internet usage of other persons.

2. NOTICE AND PROCEDURE FOR REPORTING VIOLATIONS.

(a) Reporting Non-Copyright Violations. DELAWARE VALLEY ON LINE encourages Users to report violations of the AUP by e-mail to:sysop@dvol.com, including in any such report the name of the offending domain (for example, xyz.com), the IP address and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.

(b) Reporting Copyright Violations. DELAWARE VALLEY ON LINE respects the intellectual property of others and complies with the Digital Millennium Copyright Act (the "DMCA").

The DMCA, which heightens the penalties for copyright infringement on the Internet, sets forth the following requirements for notifying online service providers of alleged copyright infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notice of your claim to:

DMCA Notices

Attention: Designated Copyright Agent

DELAWARE VALLEY ON LINE

204 Owen Avenue

Lansdowne, PA 19050

Telephone Number of Designated Agent: 484-469-0288

Facsimile Number of Designated Agent: 610-672-1906

Email Address of Designated Agent: sysop@dvol.com

It is DELAWARE VALLEY ON LINE's policy to expeditiously remove content that is the subject of a correctly prepared notice under the DMCA. To be effective, your notice of copyright infringement must be written and must include the following (For more details on the information required for valid notification, see 17 U.S.C. § 512(c)(3)):

- (i) Your signature (physical or electronic) or the signature of a person authorized to act on your behalf;
- (ii) Identification of the copyrighted work that you claim has been infringed;
- (iii) Identification of the material that is claimed to be infringing as well as information reasonably sufficient to permit DELAWARE VALLEY ON LINE to locate the material;
- (iv) Information reasonably sufficient to permit DELAWARE VALLEY ON LINE to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- (vi) A statement that, under penalty of perjury, the information in the notification is accurate. DELAWARE VALLEY ON LINE encourages you to consult a lawyer before submitting a notice of copyright infringement. You should be aware that, under the DMCA, 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.

(c) Counter Notification. Users who have been the subject of a DMCA copyright notice may write a counter notification under 17 U.S.C. § 512(g)(3). Before sending a counter notification, DELAWARE VALLEY ON LINE suggests that its Users contact an attorney. Users should be aware that they will be liable for damages, including without limitation costs and attorneys' fees, if they materially misrepresent that a product or activity is not infringing the copyright(s) of another. To file a counter notification with DELAWARE VALLEY ON LINE, Users must provide a written communication to DELAWARE VALLEY ON LINE's Designated Copyright Agent (address provided above) that sets forth the following items:

- (i) A physical or electronic signature of the User;
- (ii) Identification of the material that has been removed or disabled, and its prior location;
- (iii) A statement, under penalty of perjury, that the User has a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification;
- (iv) The User's name, address, and telephone number(s);
- (v) A statement that the User consents to the jurisdiction of the federal district court for the judicial district in which the User's address is located, or, if the User's address is outside of the United States, for any judicial district in which DELAWARE VALLEY ON LINE may be found; and
- (vi) A statement that the User will accept service of process from the complainant or the complainant's agent.

Upon receipt of a valid counter-notification from the User, DELAWARE VALLEY ON LINE will provide the complainant with a copy of the counter-notification. The complainant then has ten 10

business days to notify the Designated Copyright Agent that it has filed a request for a court order to restrain the infringing activity.

3. REMEDIES.

(a) Violations. If DELAWARE VALLEY ON LINE learns of a violation of the AUP, then DELAWARE VALLEY ON LINE may take any of the following actions, in accordance with the severity and duration of the violation:

- (i) Warning the User;
- (ii) Removing the offending content;
- (iii) Suspending the offending User from the Services;
- (iv) Terminating the offending User from the Services;
- (v) Imposing fees or charges on the offending account in accordance with the applicable service contract; or
- (vi) Taking other action in accordance with this AUP, the applicable service contract, or applicable law.

(b) Enforcement Actions. DELAWARE VALLEY ON LINE will provide you with at least 48 hours notice (by email or otherwise) of any proposed suspension, restriction, limitation, modification, or termination of the Services or any functionality related to the Services based on an alleged violation of this AUP, the applicable service contract, or any other reason; provided, however, if (i) your violation of this AUP immediately threatens the security of or damages to DELAWARE VALLEY ON LINE's network, information, data, software, hardware, or facilities or (ii) such suspension, restriction, limitation, modification, or termination is at the request of law enforcement or required by the appropriate legal authorities, then DELAWARE VALLEY ON LINE will give you as much notice as is reasonably practicable under the circumstances. To the extent that any element or functionality of the Services, including, without limitation, a particular account or "server," is suspended, restricted, limited, modified, or terminated, DELAWARE VALLEY ON LINE will use commercially reasonable efforts to minimize the effects against any other component or functionality of the Services.

(c) Cooperation with Law Enforcement. DELAWARE VALLEY ON LINE reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving DELAWARE VALLEY ON LINE's Services or any Users thereof and to respond to any violations of this AUP to the extent permitted under applicable law. You agree that DELAWARE VALLEY ON LINE is authorized to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions, and to otherwise enforce the terms of this AUP. You further agree that DELAWARE VALLEY ON LINE may disclose any and

all of your information including, without limitation, assigned IP numbers, account history, and account use to any law enforcement agent who makes a written request, without further consent or notification to you.

SERVICE LEVEL AGREEMENT (100% SLA)

(Last updated December 5, 2009)

This Service Level Agreement (the "SLA") governs the use of all products and services (collectively, the "Services") offered by DELAWARE VALLEY ON LINE, its parent company, and their affiliates and subsidiaries to its customers ("Customer").

SERVICE COMMITMENT

DELAWARE VALLEY ON LINE is committed to providing services to its Customers at a standard of excellence commensurate with the best practice in the industry. Network uptime and server availability are of the highest importance. The following service levels are designed to assure Customers of ultimate performance and maximal uptime.

Server Hardware Replacement

DELAWARE VALLEY ON LINE guarantees the functioning of all hardware, including servers, CPU's, cabling and associated server hardware, firewalls, load balancers, and storage area networks, and will replace any failed component at no cost to Customer within one hour following DELAWARE VALLEY ON LINE's receipt of Customer's trouble ticket concerning the hardware issue and DELAWARE VALLEY ON LINE's identification of the failed hardware (the "Replacement Guarantee"). "Hardware" means the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware listed in the Service. The Replacement Guarantee does not include the time required to rebuild a RAID array or the reload of the operating systems and applications or changes to hardware during Maintenance, as defined below.

Power and HVAC Availability

DELAWARE VALLEY ON LINE guarantees that its power and HVAC systems will be available 100% of the time in a given month, excluding Maintenance, as defined below. "Infrastructure Downtime" means: (a) the DELAWARE VALLEY ON LINE power or HVAC systems are not available and (b) Customer submits a DELAWARE VALLEY ON LINE trouble ticket detailing the unavailability of the DELAWARE VALLEY ON LINE

power or HVAC systems resulting in Customer downtime. Infrastructure Downtime does not include downtime issues related to power supplies on Customer's servers, load balancers, or switches.

100% NETWORK UPTIME

DELAWARE VALLEY ON LINE guarantees that the DELAWARE VALLEY ON LINE network will be available 100% of the time, excluding Maintenance, as defined below. Customer is eligible for a credit for Network Downtime for any breach of this guarantee, which can be verified by DELAWARE VALLEY ON LINE's technical support team. "Network Downtime" is defined as an inability to transmit and receive data caused by failure of network equipment managed and owned by DELAWARE VALLEY ON LINE, excluding Maintenance, but including managed switches, routers, and cabling.

MAINTENANCE

"Maintenance" means Scheduled Maintenance or Emergency Maintenance. "Scheduled Maintenance" means any maintenance in the DELAWARE VALLEY ON LINE data center of which Customer is notified at least 7 days in advance. "Emergency Maintenance" means any maintenance in the DELAWARE VALLEY ON LINE data center that: (a) in DELAWARE VALLEY ON LINE's sole discretion, is necessary to avoid an immediate threat to the DELAWARE VALLEY ON LINE data center or Customer's server and (b) of which Customer is notified.

REMEDIES

In the event DELAWARE VALLEY ON LINE fails to meet the Replacement Guarantee or customer experiences Infrastructure Downtime or Network Downtime as outlined herein, provided Customer follows the procedures outlined herein, DELAWARE VALLEY ON LINE will apply a credit ("Credit") to Customer's account in an amount equal to five percent (5%) of the Net MRC for the affected account for each hour of downtime or fraction thereof. "Net MRC" means the monthly recurring charge for hosting service for the server experiencing the issue excluding any add-on or optional services which are not included as part of the standard hosting plan but are included as part of such customer's monthly recurring charge. The Credits described in this SLA will be Customer's exclusive remedy and DELAWARE VALLEY ON LINE's entire liability for any breach of any warranty of performance or service contained in this SLA.

In order to claim Credits, Customer must open a DELAWARE VALLEY ON LINE trouble ticket. All downtimes will be measured from the time the ticket is received and validated by DELAWARE VALLEY ON LINE to the time DELAWARE VALLEY ON LINE, in its sole discretion is able to resolve the issue.

Customer may not receive more than one Credit per affected configuration per incident and in no event will Customer receive greater than one month's Net MRC in Credit for any given month regardless of the number of incidents.

Customer must be a DELAWARE VALLEY ON LINE customer in good standing to receive the Credit. No Credit will be applied to accounts that are past-due or for accounts that are cancelled before the conditions for payment of the Credit are met. Upon cancellation of the Customer's account, any outstanding or previously accrued Credits will be forfeited. Credits will be applied against purchases or renewals for which payment is due after the date the credit is applied. Credits will not be applied against past due balances.

EXCEPTIONS

Customer shall not be entitled to any Credit hereunder if Infrastructure Downtime or Network Downtime is caused by: (i) actions of the Customer or others authorized by Customer to use the Service under the Agreement; (ii) application, software, or operating system failure, (iii) the result of network maintenance activity, (iv) Denial of Service attack, hacker activity, or other malicious event or code targeted against DELAWARE VALLEY ON LINE or a DELAWARE VALLEY ON LINE Customer, or (vi) failure of any Network or Internet Infrastructure not owned or managed by DELAWARE VALLEY ON LINE. Server Hardware Replacement guarantee does not include time required to perform data restores and backups if applicable.