



THIS AGREEMENT ("MSA" or "Agreement") sets forth terms and conditions and applies to any service by Iventureholdings.Com LLC dba Coloco ("**WE**" or "**Company**") where incorporated by reference in a contract or order form executed by Company and by the customer or licensee ("**You**" or "**Customer**"). We may update this on our website and its effective 30 days later.

We are offering to provide you Colocation Services, and Internet Connectivity. We are only going to give access to people who you've authorized.

You agree to use these services in the way they are intended and not damage our facility or behave poorly to others you have access to. This means you agree to our Acceptable Use Policy and in general plan to be a good user of the Internet.

You agree to pay us on the 1<sup>st</sup> of every month. We will charge late fees if you don't. Don't be late.

Your monthly fees go up 5% every year.

You can cancel with 30 days advanced notice. We'd hate to see you go.

We may say nice things about you to others. Like how you use us to grow, how much we like your business or your logo. If you don't want that, you need to let us know!

Stuff that makes our insurance people and lawyers happy:

**INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless COMPANY, it affiliates, Landlord(s), and their respective officers, directors, members, employees, affiliates, customers, agents and contractors (collectively with COMPANY, the "**COMPANY Group**") from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees (collectively "**Costs**"), arising from or related to Claims made by or against any of the COMPANY Group alleging: (a) Customer's infringement or misappropriation of any intellectual property rights; (b) damage caused by or related to Customer's operations, including any violation of COMPANY's AUP (including the Anti-Spam Policy); (c) any damage or destruction to any of the Colocation Space(s), Properties, COMPANY equipment or to any other COMPANY customer, which damage is caused by or otherwise results from acts or omissions by Customer or any Customer Representatives; (d) any property damage or personal injury to any Customer Representatives arising out of such individual's activities at any of the Properties or related to the Services; (e) any other damage arising from or related to the Customer Equipment or Customer's business; or (f) any warranties provided by or through Customer to any third parties with respect to the Services (collectively, the "**Covered Claims**"). In the event of any Covered Claim, COMPANY Group may select its own counsel to participate in the defense of such Claim. Customer will not settle any Covered Claim in any manner that imposes any liability or obligation upon any Covered Entity unless the Covered Entity's consents.

**DISCLAIMER OF WARRANTIES.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF EACH OF THE COLOCATION SPACES AND THE SERVICES AND ACCESSES THE SAME AT ITS OWN RISK. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE COLOCATION SPACES AND THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUIET ENJOYMENT. NO ADVICE OR INFORMATION GIVEN BY ANY OF



COMPANY GROUP SHALL CREATE ANY WARRANTY. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR COMPANY ANY OTHER LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED UNDER THIS MSA. ALTHOUGH CARE IS USED IN PREPARING AND PROVIDING THE SERVICES, COMPANY DISCLAIMS ANY LIABILITY FOR THE ACCURACY THEREOF. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE QUALITY OR LACK THEREOF OF SIGNAL, LINE CONDITION, DIAL TONE AVAILABILITY, HOST AVAILABILITY, OR WEB SITE AVAILABILITY. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSION OVER THE INTERNET MAY NOT BE SECURE AND THAT COMPANY'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS MSA AND COMPANY DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS MSA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

LIMITATION OF LIABILITY. COMPANY ASSUMES NO RESPONSIBILITY AND SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, ANY CUSTOMER REPRESENTATIVE, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF USE, DAMAGE TO CUSTOMER EQUIPMENT, LOSS OF TECHNOLOGY, LOSS OF DATA, NON-DELIVERIES, OR IN ANY WAY RELATED TO THE SERVICES OR ANY ASPECT OF CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. COMPANY'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY CLAIM SHALL BE LIMITED TO THE GREATER OF \$5,000 OR THE TOTAL AMOUNT OF CHARGES AND FEES PAID BY CUSTOMER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO CUSTOMER'S CLAIM, AND PROVIDED, FURTHER, THAT COMPANY'S TOTAL LIABILITY FOR ALL SUCH CLAIMS UNDER THIS MSA SHALL BE LIMITED TO THE GREATER OF \$15,000 OR THE TOTAL AMOUNT OF CHARGES AND FEES PAID BY CUSTOMER DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LATEST OF CUSTOMER'S CLAIMS. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS MSA THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDY IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS MSA IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

BINDING ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.