



ACCEPTABLE USE POLICY

1. Terremark Services may only be used for lawful purposes, and Customer shall bear the responsibility for ensuring that such use complies with all applicable laws.
2. Customer will not provide chat rooms or bulletin boards without the express permission of Terremark. Customer will not use its Services in connection with the sending of unsolicited e-mail.
3. Terremark reserves the right, at its sole discretion, with or without notice, to remove or refuse to post Customer Material that violates this Acceptable Use Policy (“AUP”) or to suspend or terminate service provided to Customer if Customer or any other party using Customer’s services or facilities, directly or indirectly:
 - a. posts or transmits to its Services any material that Customer knows or ought reasonably to have known (i) cannot be legally distributed (whether by law or regulation or in contempt of any court or other governmental authority or body); (ii) that infringes the copyrights, trademarks, trade secrets, or other proprietary rights (“Intellectual Property Rights”) of any third party; or (iii) that contains any content that is illegal, threatening, harassing, defamatory, obscene, or that in the reasonable judgment of Terremark, exposes Terremark to unreasonable risk of legal liability;
 - b. posts or transmits any material through its Services that breaches any laws or regulation relating to a person’s right to privacy or the export of personal data (“Privacy Rights”);
 - c. uses the Services in a manner that is intended to abuse or to violate the property rights of others, including, without limitation, activities that result in the distribution of viruses, worms, time bombs, Trojan horses, or other destructive activities;
 - d. uses its Services for any purpose or in any manner that is unlawful, prohibited under this AUP or that violates any Intellectual Property Right, Privacy Right or other right of Terremark or any third party;
 - e. violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing criminal activity export control, unfair competition or false advertising);
 - f. that attempts to break or circumvent security, or in fact, breaks or circumvents security of any Terremark computer network;
 - g. by using Services to conduct any other activities that Terremark determines may be injurious to its clients, operations or reputation; or
 - h. that uses its Services in a manner that impairs the performance of the Terremark servers, network, and/or services.
5. Customer must immediately notify Terremark of any breach, or attempted breach, of security known to Customer. Customer is responsible for ensuring that its application is configured in a



ACCEPTABLE USE POLICY

secure manner. Customer may not, through action or inaction, allow others to use its hosted environment for illegal or inappropriate activities.

6. Although Terremark reserves the right to refuse access or edit or remove Customer Materials that violate this AUP, Customer acknowledges and accepts responsibility and liability for Customer Materials posted by its employees and users. Terremark has no obligation to monitor, review, or edit the Customer Material's and does not endorse or guarantee the accuracy or completeness of the information contained therein.
7. Terremark, in its sole discretion, will determine on a case-by-case basis what actions will be taken in response to a violation of this AUP. Terremark reserves the right to investigate suspected or alleged violation of this AUP, including gathering information from Customer, the complaining party, and examining of material on Terremark servers. Nothing contained in this policy shall be construed to limit Terremark's actions or remedies in any manner. Terremark reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and barring their access to its Services and levying cancellation charges to cover Terremark costs in the event of termination for the causes outlined above. Terremark reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.
8. Customer will not deviate from the internet protocols and standards in our facility.
9. Customer may not circumvent user authentication or security of any host, network, or account (referred to as "cracking:" or "hacking"), nor interfere with service to any user, host or network (referred to as "denial of service attacks").
10. Violations of this policy shall be reported by telephone to Terremark Information: 800-983-7060.
11. Terremark reserves the right to amend, alter, or modify this AUP at any time. Any amendment or modification is effective when posted and any use of its Services after the posting of a modification or amendment will be considered acceptance of those modifications.
12. Use of IP multicast other than by means provided and coordinated by Terremark is likewise prohibited.