

MASTER TERMS AND CONDITIONS

Our Master Terms and Conditions are presented below. "Terms and Conditions Applicable To All Services" apply to all Services, and each individual subsequent component applies to the particular additional Services you've ordered from us in your signed Order Form(s)(collectively, the "Agreement" or the "Terms").

TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

1. SERVICES AND SUPPORT.

1.1 Subject to the terms of this Agreement, MVP will use commercially reasonable efforts to provide Client the Services and, as applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A. If required, Client will identify an administrative user name and password for any Service requiring Client login. MVP reserves the right to refuse registration of, or cancel, any passwords it deems inappropriate. As a related matter, MVP strongly recommends that each of its Clients use "good computing" practices, which includes activities such as: (a) using uncommon, complex passwords and access credentials (e.g. include the use of combinations of upper and lower case letters, numbers and special characters and avoid the use of birthdays, addresses and other self-identifying terms); (b) avoiding the sharing of any unique user credentials; (c) keeping all access credentials confidential and frequently changing them; and (d) using industry-standard anti-virus and security software.

1.2 Subject to the terms hereof, MVP will provide Client with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES.

2.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by MVP or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Client for use on Client premises or devices, MVP hereby grants Client a non-exclusive, non-transferable, non-assignable license, not subject to sublicense, to use such Software during the Term only in connection with the Services.

2.2 Client may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the United States Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Client represents, covenants, and warrants that Client will use the Services only in compliance with MVP's standard published policies then in effect (the "Policy") and all applicable laws and regulations. **Client hereby agrees to indemnify and hold harmless MVP against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services.** MVP has no obligation to monitor Client's use of the Services, but MVP may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Unless purchased or leased from MVP as part of a package of Services, Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Additional Equipment"). Client shall also be responsible for maintaining the security of any Additional Equipment, any Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client's account or the Additional Equipment with or without Client's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS.

3.1 Each party (a "Receiving Party") understands that the other party (a "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of MVP includes non-public information regarding features, functionality and performance of any Service. Proprietary Information of Client includes non-public data owned by Client and provided by Client to MVP to enable the provision of the Services to Client ("Client Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

3.2 Client shall own all right, title and interest in and to the Client Data. MVP shall own and retain all right, title and interest in and to: (a) the Services and Software, all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support; and (c) all intellectual property rights related to any of the foregoing. Notwithstanding anything to the contrary, MVP shall have the right collect and analyze data and other information relating to the

provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and MVP will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other MVP offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES.

4.1 Client will pay MVP the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein ("Fees"). If Client's use of the Services exceeds any applicable Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the additional fees in the manner provided herein. **MVP reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Client (which may be sent by e-mail).** If Client believes that MVP has billed Client incorrectly, Client must contact MVP no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to MVP's customer support department.

4.2 MVP may choose to bill through an invoice, in which case, full payment for invoices must be received by the date stated on the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Client shall be responsible for all taxes associated with Services other than United States taxes based on MVP's net income. If you provide us payment information (e.g. credit card information, bank account information) you are expressly giving us permission to charge you for all Fees incurred in connection with your account.

5. TERM AND TERMINATION.

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term(s) as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, MVP may also terminate this Agreement and/or suspend any Service(s), if MVP has a good faith belief that Client has breached or violated any MVP Policy or term of this Agreement, including Client's failure to make timely payments to MVP. If MVP breaches or violates any term of this Agreement, and such breach remains uncured to Client's reasonable satisfaction after thirty (30) days written notice to MVP, Client may terminate this Agreement and any Services hereunder, without penalty; provided, however: (a) the exclusive remedy for breach of the Service Level Agreement is set forth in the Service Level Agreement; and (b) Client shall remain responsible to MVP for all Fees incurred prior to the effective date of termination.

5.3 **Aside from any applicable "free trial" or "money-back guarantee" period explicitly detailed in the Order Form, MVP does not issue refunds, pro-rated credits, or any return for "unused" or "underutilized" Services or early termination of a committed Service term. Except for MVP's breach as provided in paragraph**

5.2, Client is responsible for the timely payment of all Fees for the full committed Term. By way of example, if Client orders a twelve (12) month term for a particular Service, and after seven (7) months desires to terminate Service, Client remains responsible for Fees for the remaining five (5) months of the Term. There are several reasons for this "no refunds" policy, for example: it helps us offer favorable pricing to our longer-term Clients and helps us efficiently plan for and address anticipated equipment and staffing needs. In short, MVP has commitments to Clients that are, in part, based upon Client commitments to MVP.

5.4 Upon termination, MVP will make all Client Data available to Client for electronic retrieval for a period of thirty (30) days, but thereafter MVP may (but is not obligated to) **permanently delete and destroy** such Client Data. Unless specific in a Service order, all costs related to such retrieval are the responsibility of Client.

6. WARRANTY AND DISCLAIMER. MVP shall use reasonable efforts consistent with prevailing industry standards to operate and maintain the Services in a manner which minimizes errors and unscheduled interruptions and shall perform any Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MVP or by third-party providers, or because of other causes beyond MVP's reasonable control, but MVP shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, MVP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND MVP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MVP (AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES) SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA (INCLUDING CLIENT DATA) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND MVP'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO MVP FOR THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY CLAIM, IN EACH CASE, WHETHER OR NOT MVP KNEW OF, HAD BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. DISPUTE RESOLUTION AND CHOICE OF LAW.

8.1 The parties encourage the prompt and equitable settlement of all controversies or claims arising out of this Agreement ("Dispute"). At any time, any party may give another party written notice that it desires to settle a Dispute. Within ten (10) business days of delivery of such notice, each party involved in the Dispute agrees to cause an officer having authority to resolve such Dispute (a "Senior Representative"), to meet (either by telephone or in person) with the other Senior Representative and attempt to resolve the differences causing the Dispute. If the

Dispute is not settled within five (5) business days of such meeting then the parties involved in the Dispute agree to submit it to arbitration as set forth in paragraph 8.2.

8.2 Any Dispute that remains unresolved after the completion of Direct Negotiation as set forth in paragraph 8.1 shall be submitted to arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by one (1) arbitrator mutually agreed upon by the involved parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the AAA, then the AAA shall select one (1) arbitrator having reasonable experience in the provision, acquisition and operation of information technology services. The arbitration shall take place in Erie County, New York, and be conducted in English in accordance with the AAA rules then in effect. Judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (i) exchange of witness lists and copies of documentary evidence and documents arising out of or relating to the issues to be arbitrated; (ii) depositions of all involved Party witnesses; and (iii) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the New York Civil Practice Law and Rules, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each party waives, to the fullest extent permitted by law, any right to appeal to, or to seek review of such arbitration award.

8.3 Notwithstanding anything to the contrary contained in this paragraph 8, either party may, in its discretion, pursue any immediate equitable relief for any controversy, claim, or Dispute arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought. Each party consents to personal jurisdiction for any equitable action sought in the United States District Court for the Western District of New York or any court of the State of New York located in Erie County, New York, having subject matter jurisdiction.

9. PUBLICITY AND COMMENTS.

9.1 Unless subsequently prohibited by Client in writing to MVP, so long as MVP is providing Services to Client, Client hereby grants MVP a worldwide, royalty-free, revocable license to use and display Client's name and logo on MVP's website and in MVP's marketing collateral; provided, however: (a) MVP will not, in connection with such use and display, divulge any confidential Client Data; (b) MVP will not, in connection with such use and display, divulge any special, non-public, or customized pricing offered to Client; and (c) if requested by MVP, Client will work in good faith with MVP on the timing and terms of any public announcement or press release announcing this Agreement, Client shall not unreasonably withhold its consent to such a release, and MVP will be solely responsible for any out-of-pocket expenses or costs associated with the preparation and distribution of such a release.

9.2 MVP welcomes comments and suggestions, and our team regularly reviews them. Submitting comments and suggestions to MVP is completely voluntary. MVP doesn't provide any compensation or acknowledgement for them, but value them as important feedback. Upon providing it to MVP, you grant to MVP a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the feedback in

any manner relating to the use, improvement, marketing or operation of the Services.

10. NONSOLICITATION AND NONINTERFERENCE. Client acknowledges MVP's substantial investment in developing its network of clients, employees and service providers. During any Term within which MVP is providing Services to Client, and for a period of six (6) months thereafter, Client agrees to refrain from: (a) inducing or attempting to induce, directly or indirectly, any other MVP client, affiliate or service provider to cease to do business with MVP or in any way interfere with the relationship between any such party and MVP; (b) inducing or attempting to induce, directly or indirectly any employee or service provider of MVP to leave the employ thereof, or in any way interfering with (by way of solicitation, hire, employment, retention, contract or otherwise) the relationship between MVP and any such party; and (c) hiring any person (as employee, contractor or otherwise) who was an employee of MVP on the date Client first ordered any Services from MVP. Without limiting any other remedy available to MVP under these Terms or by applicable law, Client agrees that its violation of the terms of paragraph 10(b) or 10(c) will result in Client's immediate liability to MVP for an amount equal to fifty percent (50%) of the annual (or annualized) total compensation payable to the diverted MVP employee or service provider.

11. MISCELLANEOUS. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable in any manner by Client except with MVP's prior written consent; provided, however, MVP may transfer and assign any of its rights and obligations under this Agreement without consent so long as the Service level to Client is not materially impaired by such transfer or assignment. All waivers and modifications must be in a writing signed by an authorized representative of both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given: (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by FedEx or UPS overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

12. FORCE MAJEURE. (a) Defined. "Event of Force Majeure" ("EOFM") means an event beyond the control and without the fault or negligence of the party whose performance is adversely affected ("Affected Party") and which by the exercise of reasonable diligence the Affected Party was unable to prevent, including: (1) acts of God (such as earthquake, tornado, hurricane, flood); (2) riot, war, insurrection, or acts or threats of terrorism; (3) nuclear accident or contamination by radioactivity; (4) strikes, lockouts, or industrial disputes that are not specific to this Agreement or specific to a party. (b) Excused Performance. Neither party is responsible for any failure to perform, or delay in performance of, its obligations under this Agreement if such performance is prevented or delayed by an EOFM; provided, however, the Affected Party must provide to the other party: (1) notice of the EOFM; and (2) the reasons for the EOFM preventing or delaying the Affected Party's performance. The Affected Party shall use commercially reasonable efforts to mitigate the effect of the EOFM upon its performance and

must, as soon as reasonably practicable, recommence the performance of its obligations. Notwithstanding the foregoing, an EOFM does not relieve a party from an obligation to provide timely payment for any matter that was completed prior to the occurrence of the EOFM. (c) Extended EOFM. If an EOFM is claimed by a party and such event continues for period of at least one hundred and eighty (180) consecutive days, or if the duration of the event can be reasonably estimated by the Affected Party to last for at least one hundred and eighty (180) consecutive days, then the party not claiming the EOFM shall have the right, but not the obligation, to terminate this Agreement by giving notice of termination to the Affected Party. For purposes of this paragraph 12, if the period between the end of one EOFM and the commencement of another EOFM is less than thirty (30) days, the period shall be deemed to be continuous, but the time between the EOFM shall not be counted in determining the one hundred and eighty (180) day period required before termination pursuant to this paragraph is permitted.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO E-MAIL TELEPHONY AND/OR BROADBAND SERVICES

13. INAPPROPRIATE USE. None of our Services are ever to be used, directly or indirectly, in any way for: (a) any independent licensing, sublicensing, renting, leasing, or other kind of resale; (b) any creation or distribution of "spam" or any other kind of mass, unsolicited e-mail; (c) sending, storing or uploading any obscene, unlawful or infringing material, or violating anyone's rights; (d) sending, storing, or uploading any malicious code, viruses, or the like, or doing anything that disrupts the performance of the Services; (e) impersonating anyone, including MVP personnel; (f) providing support or resources to organizations designated by the United States government as terrorist organizations; (g) attempting to gain unauthorized access to our servers, clients or affiliates; (h) attempting to circumvent or interfere with any of our user or usage metering or pricing, or attempting to thwart any restrictions or limitations that accompany the ordinary and intended permitted use of the Services; (i) any unlawful or unethical activity. Our Services are not to be accessed in any way other than by the specific, instructed manner provided by our MVP team.

14. THIRD-PARTY APPLICATIONS AND SOFTWARE. From time to time we may enable our Services to function with, facilitate access to, or integrate with, other third-party applications or services. We may also resell third-party service (such as Microsoft® products and services) to you as part of your Order. Strict compliance with such third-party's terms and conditions including, without limitation, the timely payment of any applicable license or usage fees, is Client's sole responsibility. MVP does not assume any responsibility for the operation or support of any such applications, the terms and conditions for use of those applications – including important terms and conditions which may relate to their use of Client Data - are set by the respective providers, and Client should carefully review such terms. In addition, if any of our Services involve interaction with such third-party applications, you give us the right to use Client Data as required for the normal interaction and interoperation of our Services with the applicable third-party application(s).

15. EMERGENCY ACCESS NOT GUARANTEED. Certain services, including Internet services, telephony, and 911 emergency functionality may not be available for any number of reasons, including those disclosed in these Terms. Clients are encouraged to acquire and maintain alternative means of accessing emergency and/or 911 service and to so advise their own respective customers and users. MVP is not responsible or liable for any inability to access emergency services

resulting from the inaccessibility or unavailable of any MVP service or any third-party service provided by MVP.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO HARDWARE LEASING AND CO-LOCATION SERVICES

16. OWNERSHIP; NO REAL PROPERTY INTEREST.

16.1 Client retains all ownership rights in and to any hardware provided by Client ("Client Equipment"), but has no ownership rights in or to any hardware leased to Client by MVP or a third-party ("Other Equipment"). Client Equipment must be labeled as such. All equipment brought into MVP's facility for Client's use, whether Client Equipment or Other Equipment (collectively, "Equipment"), is subject to these terms. All hardware leased to Client shall be maintained in good and working order, and shall be returned to MVP at the end of the lease term in good and working order, reasonable wear and tear excepted.

16.2 MVP grants Client a non-exclusive, revocable license, subject to these Terms, to install and operate the Equipment in the specific space or area, and within the specific caged or enclosed space ("Footprint") identified by MVP in MVP's co-location facility ("Facility"). Client accepts the Footprint and Area "as is" and "with all faults"; provided, however, MVP will maintain environmental conditions throughout the Facility that are consistent with generally accepted commercial standards for the co-location of equipment in comparable size and type to the Equipment. The Footprint shall be used solely by Client for the installation, operation and maintenance of Equipment. Unless a particular Service is specified as being provided by MVP, all installation, operating and maintenance is the sole responsibility of Client.

16.3 Client acknowledges and agrees that it does not have, has not been granted, and will not be deemed to own or hold any real property interest in the Footprint or any part of the Facility, that Client is not a "tenant" or "lessee" of the Footprint or Facility, and that Client does not have any of the rights, privileges or remedies that a tenant or lessee would have pursuant to a real property lease, occupancy agreement or pursuant to applicable common or statutory law.

17. ACCESS.

17.1. In addition to the other access rules set forth in this paragraph 17, only Client's Authorized Representative may access any Equipment at the Facility (as those terms are defined below). (Each reference in this paragraph to Client involving access to the Footprint or the Facility shall be read to require the presence of the authorized representative.) Client shall designate the Authorized Representative in writing, along with the Authorized Representative's contact information, prior to the installation of any Equipment at the Facility. MVP reserves the right, at all times, to enact and enforce any additional access or security-related restrictions it deems reasonably necessary.

17.2 Client will notify MVP at least twenty-four (24) hours prior to any requested access to the Footprint or the Facility, except in the event of an emergency, defined as an immediate or ongoing unexpected material failure or malfunction of Equipment ("Emergency"). Access for routine maintenance is generally limited to regular office hours (as noted on Exhibit B); however, MVP will make a good faith attempt to meet alternative access hour requests when possible. **Access is at all times subject to the presence of an authorized MVP colocation professional ("MVP Pro").** The MVP Pro shall have the authority, in his/her reasonable discretion and without liability to MVP, to take any action at the Facility or the Footprint intended to mitigate or avoid any

dangerous, hazardous, or unsafe situation, which action may affect the Equipment.

17.3 In the event of an Emergency, MVP will attempt to respond timely and Client and MVP will work together in good faith to attempt to resolve the Emergency. MVP may take any action it deems reasonably necessary at the time of the Emergency to assist in its resolution, including without limitation: moving and/or relocating any equipment in the Facility (including the Equipment) and/or modifying Equipment connections and access protocols. Notwithstanding anything to the contrary contained in these Terms, Client agrees to indemnify, hold harmless, and defend MVP from and against any claim or loss associated directly with MVP's good faith attempts to resolve or mitigate the adverse effect of a Client's Emergency.

17.4 Access to the Facility or the Footprint, whether under normal or Emergency conditions, is strictly prohibited without the simultaneous presence of at least one authorized MVP Pro.

18. REMOVAL. Upon termination of any co-location Services or this Agreement, Client shall remove all Client Equipment (including, for purposes of this paragraph, any equipment leased by Client) as soon as commercially possible, but in no event more than ten (10) business days after such termination. Client shall remain responsible for any Fees or other liability associated with the Equipment during the period between termination and removal. In the event Client fails to remove Client Equipment in the required time, MVP may remove and store such Client Equipment (including, for purposes of this paragraph, any equipment leased by Client), and Client will be responsible to promptly reimburse MVP for all out-of-pocket costs and all reasonable internal administrative costs associated with such removal and storage.

19. INTERCONNECTION/TELECOMMUNICATION.

19.1 MVP will provide the interface at which point to connect the Equipment to the Internet. Unless otherwise agreed in the Order, Client shall (at its expense) provide the necessary cabling and equipment necessary to render the interface functional. MVP will also provide access to electrical power on a system dedicated to the Facility (with generator backup or the functional equivalent), but Client will, at its expense, provide any filtering or other devices necessary to eliminate any interference associated with the power supply. Client will purchase all telecommunication services (including any applicable Internet access and long-distance lines) at the Footprint in the Facility directly from MVP; provided, however, MVP assumes no responsibility for the performance or nonperformance of any service not under its direct control. Client agrees to remain within any bandwidth limitations or

parameters set forth in the order, and will be responsible for the timely payment of any overage or excess usage Fees, as may be applicable. MVP strongly suggests advance discussion and notification of anticipated high or excess bandwidth requirements such that MVP and Client can work together in good faith to ensure adequate supply and commercially reasonable cost estimates.

19.2 MVP may assign to Client, on a temporary basis, a designated number of IP addresses. Client acknowledges that the IP addresses are, as between Client and MVP, the sole property of MVP and are temporarily assigned to Client in connection with the Services. MVP reserves the right to change the IP address assignments at any time; provided, however, MVP will use commercially reasonable efforts to reduce any associated disruption to the operation of Equipment. MVP may elect to assist Client in the registration, renewal or transfer of domains ("Domain-Related Activities"); however, Client remains solely and exclusively responsible for the successful completion of such Domain-Related Activities and MVP assumes no liability or responsibility arising from or relating to any assistance provided to Client with respect to such Domain-Related Activities

20. INSURANCE.

20.1. If Client is installing Client Equipment at the Footprint, Client shall, at its own expense, procure and maintain throughout the Term commercial general liability insurance, including coverage against liability for personal injury or death, property damage or other loss in a commercially reasonable amount (which shall not be less than \$1,000,000 combined single limit with respect to any occurrence and \$2,000,000 in the aggregate. The policy shall include MVP as an additional insured.

20.2 IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS IN THE TERMS APPLICABLE TO ALL SERVICES, MVP: (A) DOES NOT CONTROL THE FLOW OF DATA TRAFFIC TO OR FROM EQUIPMENT; OR (B) FROM THE INTERNET TO THE FACILITY, SUCH FLOWS DEPEND IN PART ON THE PERFORMANCE OF THE EQUIPMENT AND/OR INTERNET BANDWIDTH PROVIDED OR CONTROLLED BY THIRD PARTIES. THE ACTIONS OR INACTIONS OF THIRD PARTIES, IN ADDITION TO THE INHERENT UNREGULATED NATURE OF THE INTERNET, GENERALLY, CAN IMPAIR OR DISRUPT: (A) THE OPERATION OF EQUIPMENT, SOFTWARE, DATA (INCLUDING CLIENT DATA) RESIDING ON OR RUNNING ON THE EQUIPMENT; AND/OR (B) ANY CLIENT SERVICE CONNECTED, DIRECTLY OR INDIRECTLY, TO THE EQUIPMENT. MVP CANNOT AND DOES NOT GUARANTEE THAT DISRUPTION EVENTS WILL NOT OCCUR AND, AS SUCH, DISCLAIMS ANY AND ALL LIABILITY RESULT FROM OR RELATING TO SUCH EVENTS.

SERVICE LEVEL AGREEMENT (“SLA”)

Standard (Bronze) SLA - Response Goals				
Priority	Response	Resolution Plan	Resolution	Based On
Priority 1 – Emergency Down	1 hrs.	4 hrs.	8 hrs.	Office Hours*
Priority 2 – High	1 hrs.	8 hrs.	16 hrs.	Office Hours*
Priority 3 – Standard	8 hrs.	24 hrs.	48 hrs.	Office Hours*
Priority Portal / Auto	1/2 hrs.	24 hrs.	48 hrs.	Office Hours*

Silver SLA - Response Goals				
Priority	Response	Resolution Plan	Resolution	Based On
Priority Silver – Emergency Down	1 hrs.	4 hrs.	8 hrs.	Office Hours*
Priority Silver – High	1 hrs.	8 hrs.	16 hrs.	Office Hours*
Priority Silver – Standard	8 hrs.	24 hrs.	48 hrs.	Office Hours*
Priority Silver - Portal / Auto	1/2 hr.	24 hrs.	48 hrs.	Office Hours*

Gold SLA - Response Goals				
Priority	Response	Resolution Plan	Resolution	Based On
Priority Gold – Emergency Down	1 hrs.	4 hrs.	8 hrs.	Office Hours*
Priority Gold – High	1 hrs.	4 hrs.	16 hrs.	Office Hours*
Priority Gold – Standard	8 hrs.	24 hrs.	48 hrs.	Office Hours*
Priority Gold - Portal / Auto	1/2 hr.	24 hrs.	48 hrs.	Office Hours*

Platinum SLA - Response Goals				
Priority	Response	Resolution Plan	Resolution	Based On
Priority Platinum – Emergency Down	1 hrs.	4 hrs.	8 hrs.	Office Hours*
Priority Platinum – High	1 hrs.	4 hrs.	16 hrs.	Office Hours*
Priority Platinum – Standard	8 hrs.	24 hrs.	48 hrs.	Office Hours*
Priority Platinum - Portal / Auto	1/2 hr.	24 hrs.	48 hrs.	Office Hours*

MVP Cloud Works SLA - Response Goals				
Priority	Response	Resolution Plan	Resolution	Based On
Priority Platinum – Emergency Down	1 hrs.	4 hrs.	8 hrs.	Office Hours*
Priority Platinum – High	1 hrs.	4 hrs.	16 hrs.	Office Hours*
Priority Platinum – Standard	8 hrs.	24 hrs.	48 hrs.	Office Hours*
Priority Platinum - Portal / Auto	1/2 hr.	24 hrs.	48 hrs.	Office Hours*

Response times exclude holidays and weekends and scheduled maintenance absent an “After Hours On-Call Support” plan, as set forth on [Exhibit B](#). “Office Hours” are also set forth on [Exhibit B](#). Downtime resulting from outages of third party connections or utilities or other reasons beyond MVP’s control are excluded. Downtime shall begin to accrue as soon as Client (with notice to MVP) recognizes that downtime is taking place, and continues until the availability of the Services is restored. MVP’s blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of MVP to provide adequate service levels under this Agreement.

EXHIBIT B

Support Terms

MVP's **Business Office Hours** are 8:30am to 5:00pm, Eastern Time, Monday through Friday.

MVP's **Live Help Desk Support** hours are:

7:30am to 8:00pm, Eastern Time, Monday through Thursday; and

7:30am to 5:00pm, Eastern Time, on Fridays

MVP's **After Hours On-Call Support** is available on national holidays, weekends, and after hours.

Additional hours and custom support is also available; contact an authorized MVP representative for details.