

## **JUNCTION CONNECTIONS SERVICES AGREEMENT – HOSTED PBX - January 25, 2011**

Your use of Junction Connections services is governed by these Terms of Service, Junction Connections, Inc. Acceptable Use Policy, and the terms of your Order. When we use the term "Agreement" in any of the Order, Terms of Service, or Acceptable Use Policy, we are referring collectively to all of them. "Junction Connections, Inc." will be referred to as "Junction Connections". This Agreement is the complete and exclusive agreement between you and Junction Connections regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

### **1. DEFINED TERMS.**

Some words used in the Agreement have particular meanings:

"**Acceptable Use Policy**" or "**AUP**" means Junction Connections Acceptable Use Policy

"**Business Day**" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern daylight time, excluding federal public holidays in the United States.

"**Confidential Information**" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, Junction Connections system, (ii) for Junction Connections, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including non-graphic information you may observe on a tour of a data center), server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"**Junk Mail**" means email that is captured by our mail filter and other email that is reported by you to Junction Connections as undesirable.

"**Order**" means either: (i) the online order that you submit to Junction Connections via Junction Connections website, or (ii) any other written order (either in electronic or paper form) provided to you by Junction Connections for signature that describes the Services you are purchasing, and that is signed by you, either manually or electronically.

"**Services**" means those services described in the Order.

### **2. JUNCTION CONNECTIONS' OBLIGATIONS.**

Contingent on Junction Connections' acceptance of your Order, and subject to these Terms of Service, Junction Connections agrees to provide the Services. Junction Connections agrees to follow security procedures at least as stringent, in Junction Connections' reasonable judgment.

### **3. YOUR OBLIGATIONS.**

You agree to do each of the following: (i) comply with applicable law and Junction Connections Acceptable Use Policy (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in light of your use of the Services, (iv) cooperate with Junction Connections' reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date; and (vi) immediately notify Junction Connections of any unauthorized use of your account or any other breach of security. In the event of a dispute between us regarding the interpretation of applicable law or the AUP, Junction Connections' reasonable determination shall control.

### **4. ACCESS TO THE SERVICES.**

You may initially access the Services via Remote Desktop or SSH depending on the operating system you chose.

### **5. SERVICE LEVEL AGREEMENT.**

We guaranty that our data center network will be available 99.995% of the time in any given monthly billing period, excluding scheduled maintenance. If a server migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guaranty that the migration will be complete within three hours of the time that we begin the migration. If we fail to meet a guaranty stated above, you will be eligible for a credit. Credits will be calculated as a percentage of the fees for the hosted servers that are adversely affected by the failure for the current monthly billing period during which the failure occurred (to be applied at the end of the billing cycle), as follows:

**Network: Five percent (5%) of the fees for each 30 minutes of network downtime, up to 100% of the fees;**

**Data Center Infrastructure: Five percent (5%) of fees for each 30 minutes of infrastructure downtime, up to 100% of the fees;**

**Server Hosts: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees;**

**Migration: Five percent (5%) of the fees for each additional hour of downtime, up to 100% of the fees.**

You are not entitled to a credit if you are in breach of your services agreement with Junction Connections (including your payment obligations to us) until you have cured the breach. You are not entitled to a credit if downtime would not have occurred but for your breach of your agreement with Junction Connections or your misuse of the provided hosted system.

To receive a credit, you must contact Junction Connections within thirty (30) days following the end of the downtime. You must show that your use of the server(s) was adversely affected in some way as a result of the downtime to be eligible for the credit.

This Service Level Guaranty is your sole and exclusive remedy Junction Connections server unavailability.

Notwithstanding anything in this Service Level Guaranty to the contrary, the maximum total credit for the monthly billing period, including all guaranties, shall not exceed 100% of your fee for that billing period. Credits that would be available but for this limitation will not be carried forward to future billing periods.

## **6. TERM.**

The initial term for each Order begins on the date we make the Services available for your use and continues for the period stated in the Order. If no period is stated in the Order, then the initial term shall be one month. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one month each, unless and until one of us gives the other a written notice of non-renewal prior to the expiration of the initial term, or then-current renewal term, as applicable.

## **7. FEES.**

Junction Connections will charge you the fees stated in your Order. Unless you have made other arrangements, Junction Connections will charge your credit card without invoice as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle, and (ii) for non-recurring fees (such as fees for initial set-up, overages, compute cycle fees, and domain name registration) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at Junction Connections' option; provided that Junction Connections may wait to charge your credit card until the total aggregate fees due are at least \$50. Unless otherwise agreed in the Order, your billing cycle will be monthly, beginning on the date that Junction Connections first makes the Services available to you. Junction Connections may charge a late fee on overdue amounts starting at \$15 per server (or the maximum legal rate.) If any amount is overdue by more than thirty (30) days, and Junction Connections brings a legal action to collect, or engages a collection agency, you must also pay Junction Connections' reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in US Dollars. Any "credit" that we may owe you, such as a credit for failure to meet a service level guaranty, will be applied to fees due from you for services, and will not be paid to you as a refund. Charges that are

not disputed within sixty (60) days of the date charged are conclusively deemed accurate. You must provide Junction Connections with accurate factual information to help Junction Connections determine if any tax is due with respect to the provision of the Services, and if Junction Connections is required by law to collect taxes on the provision of the Services, you must pay Junction Connections the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax. You authorize Junction Connections to obtain a credit report at any time during the term of the Agreement. Any credit that we may owe you, such as a credit for a SLA remedy, will be applied to unpaid fees for services or refunded to you, at our option.

#### **8. FEE INCREASES.**

If you are under a month-to-month contract, then we may increase fees at any time on forty-five (45) days advance written notice. If the initial term of your Agreement is longer than one month, then we may increase your fees effective as of the first day of the renewal term that first begins forty-five days from the day of our written notice of a fee increase. Fees may increase without prior notice if there is a global or regional rate increase that is affecting our costs to provided services to you.

#### **9. SUSPENSION.**

We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used (or have been or will be used) in violation of the Agreement, (ii) we discover that you are, or are affiliated in any manner with, a person who has used similar services abusively in the past; (iii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iv) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, (v) we reasonably believe that suspension of the Services is necessary to protect our network or our other customers, (vi) a payment for the Services is overdue, or (vii) suspension is required by law. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Junction Connections or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we may continue to charge you the fees for the Services during the suspension, and may charge you a reasonable reinstatement fee (not to exceed \$150 per server) upon reinstatement of the Services.

#### **10. TERMINATION FOR CONVENIENCE; EARLY TERMINATION FEE.**

You may terminate the Agreement for convenience at any time on thirty days advance written notice. If you terminate the Agreement for convenience, in addition to other amounts you may owe, you must pay an early termination fee equal to any minimum monthly financial commitment you have made for the remaining portion of the then-current term.

#### **11. TERMINATION FOR BREACH.**

We may terminate the Agreement for breach on written notice if: (i) we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, (ii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement at the time you submitted the Order for Services, or if you are an entity or fiduciary, the individual submitting the Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, (iii) your payment of any invoiced amount is overdue, and you do not pay the overdue amount within three (3) days of our written notice, (iv) a credit report indicates you no longer meet our reasonable credit criteria, provided that if we terminate on these grounds, we must give you a reasonable opportunity to migrate your environment out of Junction Connections in an orderly fashion, (v) you use your Service in violation of the AUP and fail to remedy the violation within ten (10) days of our written notice, (vi) you violate the AUP more than once, even if you cure each violation, or (vii) you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to you describing the failure.

You may terminate the Agreement for breach on written notice if: (i) we materially fail to provide the Services as agreed and do not remedy that failure within five (5) days of your written notice describing the failure, or (ii) we

materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.

**12. ACCESS TO DATA.**

**12.1** You will not have access to your data stored on Junction Connections system during a suspension or following termination.

**12.2** We backup Junction Connections systems on a periodic basis so that we are able to more quickly restore the systems in the event of a failure. These backups are made on a snap-shot basis and, therefore, capture only the information that exists on the system at the time of the backup. In addition, we may destroy all but the most recent backup. These backups may not be available to you or, if available, may not be useful to you outside of Junction Connections systems.

**12.3** Although Junction Connections service may be used as a backup service, you agree that you will maintain at least one additional current copy of your programs and data stored on Junction Connections system somewhere other than on Junction Connections system.

**13. UNAUTHORIZED ACCESS TO YOUR DATA OR USE OF THE SERVICES.**

Junction Connections is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from Junction Connections' failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

**14. DISCLAIMERS.**

**We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information, and property. Junction Connections has no obligation to provide security other than as stated in this Agreement. We disclaim any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. You are solely responsible for the suitability of the service chosen. If you have not made the minimum financial commitment for support and SLA coverage, the Services are provided AS IS. Any voluntary services we may perform for you at your request and without any additional charge are provided AS IS.**

**15. EXPORT MATTERS.**

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Junction Connections is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity ) that is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

**16. CONFIDENTIAL INFORMATION.**

Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be

required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

- i. to our respective service providers, agents, and representatives, provided that such service providers, agents, or representatives agree to confidentiality measures that are at least as stringent as those stated in these General Terms and Conditions.
- ii. to law enforcement or government agency if required by a subpoena or other compulsory legal process, or if either of us believes, in good faith, that the other's conduct may violate applicable criminal law as required by law; or
- iii. in response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

#### **17. LIMITATION ON DAMAGES.**

Our obligations to you are defined by this Agreement. We are not liable to you for failing to provide the Services unless the failure results from a breach of this Agreement, or results from our gross negligence or willful misconduct. The dollar credits stated in the Service Level Agreement are your **sole and exclusive** remedy for unavailability of the Services.

**Neither of us (nor any of our employees, agents, affiliates or suppliers) is liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages.**

**Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from Junction Connections' negligence, the maximum aggregate monetary liability of Junction Connections and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed the greater of (i) the amount of fees you paid for the Services for the six months prior to the occurrence of the event giving rise to the claim, or (ii) Five Hundred Dollars (\$500.00).**

#### **18. INDEMNIFICATION.**

If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "**Junction Connections Indemnitees**") are faced with a legal claim by a third party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, or violation of Section 15 (Export Matters) of these Terms and Conditions, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine, or other amount that is imposed on Junction Connections Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. If you resell the Services, the grounds for indemnification stated above also include any claim brought by your customers or end users arising out of your resale of the Services. We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this Section as we incur them.

#### **19. MICROSOFT SOFTWARE.**

In addition to the terms of our Agreement, your use of any Microsoft® software is governed by Microsoft's license terms.

**20. WHO MAY USE THE SERVICE.**

You may resell the Services, but you are responsible for use of the Services by any third party to the same extent as if you were using the Services yourself. If you resell any part of the Services that includes Microsoft software, then you must include these Microsoft terms described in Section 19 (Microsoft Software) above in a written agreement with your customers as well as the content of Section 23 (No High Risk Use). Unless otherwise agreed, Junction Connections will provide support only to you, not to any other person you authorize to use the Services. There are no third party beneficiaries to the Agreement, meaning that third parties do not have any rights against either of us under the Agreement.

**21. CHANGES TO THE ACCEPTABLE USE POLICY.**

We may change our Acceptable Use Policy, provided that any changes are reasonable and consistent with applicable law and industry norms. Any such changes made during the term of your Agreement will become effective to your account upon the first to occur of: (i) renewal, (ii) your execution of a new/additional Order for your account that incorporates the revised AUP or General Terms, or (iii) thirty (30) days following our notice to you describing the change. If the change materially and adversely affects you, you may terminate the Agreement by giving us written notice of termination on such grounds no later than thirty (30) days following the date the change became effective for your account, and we will not enforce the change with respect to that account for thirty (30) days following the date of your notice. If you terminate your Service because the change adversely affects you, we may decide not to enforce that change with respect to your account and keep your Agreement in place for the remainder of the term.

**22. NOTICES.**

Your routine communications regarding the Services should be sent to your Junction Connections account team using your Junction Connections control panel. If you want to give us a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first-class United States mail to:

billing@junctionconnections.com  
Junction Connections, Inc.  
Greeley Square Station  
PO Box 20478  
New York, NY 10001

Junction Connections' routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, United States mail, or overnight courier, except that Junction Connections may give notice of an amendment to the AUP by posting the notice on your Junction Connections control panel. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as defined below, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that you log on to your Junction Connections control panel after the time that the notice is posted. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

**23. NO HIGH RISK USE.**

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

#### **24. OWNERSHIP OF INTELLECTUAL PROPERTY**

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by Junction Connections during the performance of the Services shall belong to Junction Connections unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

#### **25. IP ADDRESSES.**

Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by Junction Connections in connection with Services, including pointing the DNS for your domain name(s) away from Junction Connections Services. You agree that Junction Connections may, as it determines necessary, make modifications to DNS records and zones on Junction Connections managed or operated DNS servers and services.

#### **26. ASSIGNMENT/SUBCONTRACTORS**

You may not assign the Agreement without Junction Connections' prior written consent. We may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. Junction Connections may use third party service providers to perform all or any part of the Services, but Junction Connections remains responsible to you under this Agreement for work performed by its third party service providers to the same extent as if Junction Connections performed the Services itself.

#### **27. FORCE MAJEURE**

Neither of us will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

#### **28. GOVERNING LAW, LAWSUITS**

The Agreement is governed by the laws of the State of Texas, exclusive of any Texas choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. **Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Bexar County, Texas, and we each agree not to bring an action in any other venue.** You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against Junction Connections or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued.

#### **29. SOME AGREEMENT MECHANICS**

These Terms of Service may have been incorporated in your Order by reference to page on Junction Connections website. Although we may from time to time revise the Terms of Service posted on that page, those revisions will not be effective as to an Order that we accepted prior to the date we posted the revision, and your Order will continue to be governed by the Terms of Service posted on the effective date of the Order. However, any amended Terms of Service will become effective on the first day of the renewal period that follows the date that the new Terms of Service were posted by at least thirty days. In addition, if over time you sign multiple Orders for a single account, then the Terms of Service incorporated in the latest Order posted on the effective date of the latest Order will govern the entire account. Junction Connections may accept or reject any Order you submit in its sole discretion. Junction Connections' provisioning of the Services described in an Order shall be Junction Connections' acceptance of the Order.

An Order may be amended by a formal written agreement signed by both parties, or by an exchange of correspondence, including electronic mail, that includes the express consent of an authorized individual for each of

us. Any such correspondence that adds or modifies Services in connection with an account established by an Order shall be deemed to be an amendment to that Order, notwithstanding the fact that the correspondence does not expressly refer to the Order.

Other than as stated herein, the Agreement may be modified only by a formal document signed by both parties. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Order, Terms of Service, and the Acceptable Use Policy. If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and we agree that the tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." Sections 1, 7, 10, 16, 17, 18, 22, 24, 28, 29, 33 and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

If you have made any change to the Agreement documents that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement. The Agreement may be signed in multiple counterparts, which, taken together, will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

### **Acceptable Usage Policy**

You may not use Junction Connections' network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against Junction Connections network or website, or Junction Connections' employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

### **Excessive Use of System Resources**

You may not use any shared system provided by Junction Connections in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Junction Connections Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your server-hosted code if it unnecessarily conflicts with other server customers' use of the server. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

### **Bulk or Commercial E-Mail**

You must obtain Junction Connections' advance approval for any bulk or commercial e-mail, which will not be given unless you are able to demonstrate, at a minimum, that:

- your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;
- your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- you retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor the recipient's and Junction Connections' requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent — such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You must not obscure the source of your e-mail in any manner. Your e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail;
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These policies apply to messages sent using the Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if the list were created by you.

Junction Connections may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time. In addition, Junction Connections may block the transmission of email that violates these provisions.

### **Authenticated SMTP Policy**

In addition to the requirements above, you may not send email messages of similar content through Junction Connections' SMTP servers to more than two-hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction.

Junction Connections may block mail that violates this AUP. In addition, your mail services may be suspended or terminated for violation of this AUP in accordance with the Terms of Service.

### **Mail Relays**

Generally, we do not allow bulk or commercial e-mail to be sent to more than five-thousand (5,000) users per day at a rate of 250 messages every 20 minutes. If you would like to send more than 5,000 messages per day, please contact a member of our support team for additional information.

### **Vulnerability Testing**

You may not attempt to probe, scan, penetrate or test the vulnerability of a Junction Connections system or network or to breach Junction Connections' security or authentication measures, whether by passive or intrusive techniques, without Junction Connections' express written consent.

### **Newsgroup, Chat Forums, Other Networks**

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your Junction Connections services.

### **Offensive Content**

You may not publish, transmit or store on or via Junction Connections' network and equipment any content or links to any content that Junction Connections reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Junction Connections; or
- is otherwise malicious, fraudulent or may result in retaliation against Junction Connections by offended viewers.

### **Copyrighted Material**

You may not use Junction Connections' network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is Junction Connections' policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

### **Other**

- You must have valid and current information on file with your domain name registrar for any domain hosted on Junction Connections network.
- You may only use IP addresses assigned to you by Junction Connections in connection with you're Junction Connections services.
- You agree that if Junction Connections IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and Junction Connections may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions;

- You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.
- You agree that if you register a DNS record or zone on Rackspace managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Rackspace may modify, transfer, or delete such records or zones.

**SLA**

No credit will be available under your Junction Connections Service Level Agreement for interruptions of service resulting from AUP violations.