



## **ACCEPTABLE USES POLICY (AUP)**

Customer agrees to use Bandwidth Services only for lawful purposes, in compliance with all applicable law. Specific activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behavior.
- Violating United States export control laws for software or technical information.
- Misrepresenting or fraudulently representing products/services using Customer's account.
- Transmission, distribution or storage of any material in violation of any applicable law or regulation.
- Transmission, distribution or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization, and material that is obscene, defamatory, an invasion of privacy or constitutes an illegal threat, or is otherwise illegal.
- Facilitating, aiding, or encouraging any of the above activities, whether using ColoCrossing's network or service by itself or via a third party's network or service.
- Interference with a third party's use of ColoCrossing's network or service, or ability to connect to the Internet or provide services to Internet users.
- Transmission, distribution or storage of any material that is slanderous or libelous.
- Transmission, distribution or storage of any material that is considered child pornography or otherwise prohibited by law.

### Email

Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Customer will not use another site's mail server to relay email without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside ColoCrossing network. It is also strictly forbidden to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE). A Customer's connectivity may be terminated without delay if the Customer has been documented on a recognized SPAM abuse list or if the Customer has previously been denied access from another provider due to AUP violations.

### System and Network Security

Customer is prohibited from utilizing ColoCrossing services to compromise the security or tamper with system resources or accounts on computers at the Premises or at any third party site.

Specific activities that are prohibited include, but are not limited to:

- Use or distribution of tools designed for compromising security.
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.

### Violation

ColoCrossing, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violation of this AUP could also subject Customer to criminal or civil liability. ColoCrossing may block access at the router level to Customer's Equipment involved. If ColoCrossing believes, in its sole discretion, that a violation of this AUP has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to the equipment, and the suspension or termination of Customer's Services under this Agreement. ColoCrossing may involve and will also fully cooperate with law enforcement authorities (including compliance with court orders) in investigating suspected lawbreakers.

### Reporting Copyright Violations.

ColoCrossing complies with the Digital Millennium Copyright Act ("DMCA"). ColoCrossing encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to:

DMCA Notices  
Velocity Servers Inc.  
8185 Sheridan Drive  
Williamsville NY 14221

Telephone Number of Designated Agent: 800.518.9716  
Facsimile Number of Designated Agent: 716.335.9628



Email Address of Designated Agent: [dmca@colocrossing.com](mailto:dmca@colocrossing.com)

1. For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement. (For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).):

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit ColoCrossing to locate the material
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- You should be aware that, under the DCMA, 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.

2. ColoCrossing reserves the right to suspend or terminate any customer pursuant to any valid DMCA complaint. Furthermore, ColoCrossing, in its sole discretion, may suspend or terminate, without notice, any User that ColoCrossing determines is a repeat copyright infringer.

ColoCrossing reserves the right to modify this AUP at any time without notice.

**Customer is responsible for all use of the Bandwidth Services by itself, its employees, agents, contractors, invitees and clients, whether such use is with or without the consent of Customer.**

## ***SERVICE LEVEL AGREEMENT***

ColoCrossing has implemented a high-availability Internet Transit network infrastructure, available within secure Co-location facilities. This has been accomplished by the following:

- 1) All Customer connections make use of Cisco's HSRP (hot standby router protocol)
- 2) Multiple upstream providers
- 3) Fully redundant internal backbone network
- 4) All network devices have onsite spares
- 5) All key network components are monitored 24x7

### Service Level Agreement Terms for Onsite Co-location Customers

ColoCrossing will provide 100 % uninterrupted transit to the Internet to all co-location customers who have purchased redundant uplink configurations (described as Primary+Redundant bandwidth circuits) from ColoCrossing. Should transit to the Internet via both primary and redundant uplink become unavailable for a cumulative period up to one hour in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated Recurring Monthly Fees for that month. Customer will receive an additional refund of one day of the pro-rated Internet Connectivity Recurring Monthly Fees for each additional hour, or portion thereof, of unavailability. ColoCrossing guarantees that customers who purchase redundant power configurations (described as "A+B redundant circuits") will receive 100 % uninterrupted access to electrical service. Should both sides of a redundant power configuration experience a failure and become unavailable for a cumulative period up to one hour in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated Recurring Monthly Fees for that month. Customer will receive an additional refund of one day of the pro-rated Electrical Recurring Monthly Fees for each additional hour, or portion thereof, of unavailability. All refund calculations will be based on unavailability in one-hour increments. The above agreement does not cover outages caused by equipment and/or events not under the direct control of ColoCrossing or caused by individuals not directly employed by ColoCrossing. This Service Level Agreement does not cover outages due to scheduled or emergency network and/or facility maintenance, which will be broadcast to all customers in advance, and will not exceed 20 minutes per month.

Any and all refunds to Customer will not exceed 50% of the Customer's Recurring Monthly Fees for the month in which the refund is paid.

### Performance Guarantee

ColoCrossing will maintain its network in such a manner as to provide to all customers the best possible performance to the Internet. In order to achieve this ColoCrossing makes the following guarantees to all onsite Internet customers:

- 100% guaranteed uninterrupted transit to the Internet
- Zero packet loss internal to ColoCrossing network

In addition to the above performance guarantees ColoCrossing will take all possible measures to insure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the Internet using its best possible upstream link.