INFRASTRUCTURE AS A SERVICE (IaaS) - TERMS AND CONDITIONS

1.   Definitions.   Capitalized terms used in this Agreement are defined as set forth in Attachment A or as set out in the text.

2.   Fees

2.1   Monthly Payments. Customer agrees to pay to Infradapt the ongoing monthly fees for the duration of the agreement and any onetime set up fees due under each applicable Work Order and Order Form.

2.2   Additional Services. Customer agrees to pay Infradapt any fees due for Additional Services, reinstatement of service, switching and upgrade fees and other recurring and non-recurring fees at Infradapt's published T&M rates.

2.3   Invoicing. Unless otherwise stated in writing from Infradapt, invoices are due upon receipt. Infradapt's first invoice shall include set up fees and a prorated portion of the monthly recurring fee from the Service Commencement Date to the last day of the calendar month. Infradapt requires payment in full of the first month's fees and all setup fees before beginning any Service. Following the Service Commencement Date, monthly recurring fees shall be charged to Customer and invoiced in advance of each month, approximately 3-7 business days prior to the beginning of the each month, and said charges are due upon receipt. Invoices for Additional Services, reinstatement of service, switching and upgrade fees and other recurring and non-recurring fees, if any, are due upon receipt and shall be invoiced and charged to Customer immediately following the month they were incurred. Credits due under the Service Level Agreement may be given, at Infradapt's option, against the invoice for the month in which the event(s) occurred or the invoice for the following month. Except as otherwise expressly provided in this Agreement, all fees and charges are non-refundable.

2.4   Disputed charges. Disputes as to the accuracy of an invoice must be presented in writing to Infradapt by Customer within thirty (30) days of the date of the invoice, and invoices that are not so disputed within such thirty day time period are conclusively deemed accurate and accepted. In the event Customer disputes a portion or charge on an invoice, Customer agrees to pay the undisputed portion of the invoice.

2.5   Suspension of Service. Without limiting any other right or remedy Infradapt may have, Infradapt may suspend any or all Services on five (5) Business Days' advance written notice to Customer if payment for any Hosting, Infrastructure as a Service (IaaS), Maintenance, or Carrier Service is overdue. **CUSTOMER'S HAVING BALANCES UNPAID AFTER THIRTY CALENDAR (30) DAYS MAY BE SUBJECT TO A SERVICE SUSPENSION WITHOUT NOTICE.** Customer agrees to pay Infradapt's then current reinstatement fee (minimum of $100) following a suspension of service for non-payment or an AUP violation investigation.

2.6   Prices and Payment. The fees for the Services and Products are payable in U.S. Dollars upon receipt of invoice. Balances which remain unpaid after thirty (30) days may be subject to a service charge of no more than 1.5% per month or interest at the maximum amount allowed by law, whichever is lower. Customer will be liable for and will reimburse Infradapt for all taxes, duties, levies, and related charges (including any interest and penalties), however designated (excluding taxes on Infradapt's net income) imposed upon or arising from the provision of Services, or the transfer, sale, license, or use of Products or other items provided by Infradapt. Taxes reimbursable under this clause will be separately listed on the invoice. Infradapt will not collect the otherwise applicable tax if Customer's purchase is exempt from Infradapt's collection of such tax and a valid tax exemption certificate is furnished by Customer to Infradapt. If Customer fails to pay any accurate invoice in accordance with the terms and conditions hereof, in addition to such other rights and remedies available to it, Infradapt shall immediately have the right to cease providing Services, to disable and/or remove all Products and Services for which payment in full has not been received. Additionally, if Infradapt engages legal counsel to collect said unpaid amounts, then Customer shall be liable for and pay all such attorneys fees, court costs and associated costs of collection incurred by Infradapt.

2.8   Annual Price Increase. Beginning in year two (2), and each successive year, or at the onset of the Renewal Term (whichever comes first) Services may be subjected to an annual price increase equal to either a) three percent (3.00%) or b) upon increases greater than three percent (3.00%) in the Consumer Price Index ("CPI"), whichever increase is greater.

3.   Acceptance.

3.1   A Product will be deemed accepted by Customer, and the applicable Warranty Period will begin, upon successful completion of installation by Customer or Infradapt of the Product and Customer's completion of the applicable Acceptance Test, if any is expressly identified in the Work Order.

3.2   Services will be deemed accepted upon delivery thereof by Infradapt and the applicable Warranty Period will commence immediately.

3.3   Customer's use of the Services or any part of the Products for any purpose other than Acceptance Testing as provided in a Work Order, whether or not revenue is generated, will constitute acceptance for all relevant purposes of this Agreement, including but not limited to, commencement of the applicable Warranty Period.

4.   Services. Services may be obtained by Customer in accordance with the terms and conditions set forth in the applicable Professional Services, Maintenance Service, Carrier Service, Infrastructure as a Service, and/or Hosting Service Attachment(s).

5.   Hosting Services.

5.1   Subject to the terms and conditions of this Agreement, Infradapt agrees to provide Hosting Service to Customer.

5.2   Subject to the terms and conditions of this Agreement, Infradapt may from time to time perform certain system administration services, customization of the Hosting Service, services described in the AUP, data storage, creating or managing virtual private networks, excess data transfer, and/or any other professional or technical services (collectively the "Additional Services"), in each instance on a T&M Basis. Additional Services will be performed upon Customer's request but only if agreed to by Infradapt. In addition, Infradapt may perform Additional Services without Customer's request or consent if such Additional Services are necessitated by a breach of this Agreement (including, without limitation, the AUP) by Customer.

5.3   If Infradapt is engaged by Customer to set up and host any new hosting accounts involving new Internet domain names, then Infradapt will use commercially reasonable efforts to set up and enter new hosting accounts involving new Internet domain names into Infradapt's DNS servers.

New domain registrations, domain name transfers, and domain registrar transfers (including MX records, A records, etc.) are subject to Professional Services fee's on a T&M Basis.

5.4 All of Infradapt's obligations under this Agreement (including, without limitation, this Section 5) are contingent upon (a) Customer's satisfaction of Infradapt's credit approval requirements, (b) Infradapt's verification of the information provided by Customer for the purpose of establishing the applicable Service, and (c) Customer's strict compliance with all terms and conditions of this Agreement.

5.5 In furtherance of Section 5.4 above but without limit in the generality thereof, Infradapt reserves the right to refuse service to anyone at any time for any reason. Customer agrees that Infradapt may suspend Services to Customer without notice and without liability if: (a) Infradapt reasonably believes that the Services are being used in violation of the AUP, (b) Customer fails to cooperate with any reasonable Infradapt investigation of any suspected violation of the AUP, (c) there is a denial of service attack on Customer's servers or other event for which Infradapt reasonably believes that the suspension of Services is necessary to protect its network or its other customers, and/or (d) as requested by a law enforcement or government agency. Information on Infradapt's servers will be unavailable during a suspension of Services.

6. Maintenance and Support Policies

6.1 Helpdesk Support. Infradapt agrees to provide technical support to Customer related to problems with the Services purchased by Customer. For non-emergency issues, Customer agrees to email service requests to Infradapt Helpdesk whenever possible. Telephone helpdesk access will be provided to Customer via a toll-free access number using current Infradapt authorization procedures (touch-tone access code). Infradapt will perform Helpdesk Support during normal business hours (see "Operating Hours") and on an emergency basis at all other times, unless Customer has specifically contracted for additional coverage on the Order Form agreement. Customer acknowledges that Infradapt shall supply services remotely when possible (see "Methods") and additional charges for site visits may apply. Helpdesk support includes:

6.1.1 Live telephone support representatives trained to assist, or escalate to other Infradapt professionals as required, callers with equipment, software, and services provided under this Agreement.

6.1.2 Infradapt will use commercially reasonable efforts to resolve software and Customer network issues using remote access tools (see "Methods"). If Infradapt is unable to resolve issues remotely, its representatives will work with the Customer and third-party manufacturer or distributor of Covered Products until the problem is resolved. At its discretion, Infradapt may dispatch a technician (see "On-Site Technical Support") within the timeframe specified per the Maintenance Support Level (see "Order Form").

6.1.3 Infradapt will provide Help Desk support up to the specified number of hours in the Order Form. If the total number of such Help Desk hours consumed during a calendar month exceeds the allocated hours, Customer may incur an overage charge based upon Infradapt's then-current hourly rate for such work, except as provided for in the Order Form. In the event of an overage that results in a charge, Infradapt will provide Customer with an incident breakdown summary detailing work performed and hours consumed. Customer may designate, in writing, an authorized point-of-contact to qualify support calls prior to contacting Infradapt. Infradapt's maximum included Help Desk support obligation for Maintenance and Hosted offerings is calculated by multiplying Customer's monthly payment times 0.016 (i.e. Customer payment of $350 monthly x .016 yields up to 5.6 hours of support during a calendar month). Infradapt's maximum included Help Desk support obligation for IaaS offerings is calculated by multiplying Customer's monthly payment times .0075 (i.e. Customer payment of $3,500 monthly x .0075, yields up to 26.25 hours of support during a calendar month). Help Desk support services consumed in excess of these maximums may be billable as T&M Services at Infradapt published rates.

6.1.4 Operating Hours. Infradapt will perform work related to the fulfillment of its obligations under this Agreement during Normal Business Hours. Infradapt may be asked to provide service outside Normal Business Hours and will do so on an oncall Emergency Condition basis at service charges based on Infradapt's then-current rates. Non-Emergency Condition ("Routine") service may also be performed after-hours at the Customer's request at a "premium" rate to be billed at the current standard hourly rate for such service.

6.1.5 On-site Technical Support. Infradapt may provide on-site technical support (both Routine and Emergency Condition) regularly per this Agreement. Infradapt reserves the right, in its sole discretion, to determine an issues severity (i.e. Emergency Condition vs. Routine). In no event will Infradapt be obligated to perform On-site Technical Support Services in excess of the thresholds specified herein.

6.2 Following verification of a Reported Problem, Infradapt will use commercially reasonable efforts to fix or to develop a workaround for the problem.

6.3 Remote Monitoring. Infradapt may monitor the availability of services on Covered Products at Covered Locations using automated processes and capture historical information.

6.4 Remote Updates/Management. Infradapt may routinely connect to Covered Products and apply updates obtained from suppliers of Third-Party Products at Covered Locations (see "Order Form"). Such updates will generally include virus scanning software, operating system security fixes, application stability enhancements, and other critical patches. In addition, Infradapt will routinely review system operations logs, activity reports, and perform other activities in an effort to maintain the smooth and continuous operation of the Customer's information technology infrastructure.

6.5 System Administration. When Customer requires a change or modification, or Infradapt is trouble shooting an issue on behalf of Customer, Customer agrees to charges accrued on a T&M Basis at published Infradapt rates for services **not** covered by an Infradapt Maintenance Services or Infrastructure as a Service agreement. Any pre-purchased, bundled allotments of service units (i.e. GB of storage), with the exception of Professional Services Retainers, that go unused at the end of each month will lapse and do not roll over or accrue to the following month.

6.6 Chronic Issue. If any Reported Problem is determined to be the result of a problem attributable to unsupported third-party software or hardware, or the result of a Customer or 3rd party action (i.e carrier outage), and or the issue has been documented previously by Infradapt in writing as being "chronic", and Infradapt has provided recommendations to Customer to solve the issue, and Customer has not acted upon said recommendations, then Customer may, at Infradapt's sole determination, be charged T&M Services at published Infradapt rates for time spent diagnosing the condition and providing corrective action.

6.7 Control. Infradapt will have sole control and discretion over the assignment of its personnel for the provision of Maintenance or IaaS Services to Customer. Infradapt routinely employs subcontractors for specialized tasks (see "Subcontracting") and Customer consents thereto.

6.8 Training and Customization. Customer agrees that Infradapt does not offer 24x7 training, nor 24x7 end-user support for any Hosted, Managed, or Infrastructure as a Service offer, nor 24x7 support for any application specific issues such as application programming, application

performance tuning, Microsoft Office customization, or any other such issues, unless specifically contracted for by Customer and agreed to by Infradapt in writing, in advance, as part of an Infradapt Maintenance or Infrastructure as a Service (IaaS) Agreement.

6.9   Support for 3rd Parties. Customer also agrees that Infradapt is not obligated to provide technical support for Customer's clients, but may on occasion choose do so at Customer's written request, on a T&M Basis, payable by Customer. Customer acknowledges and agrees that certain chronic conditions or 3rd party services (i.e. power fluctuations, weather impacts, carrier circuits, etc.) may be beyond the control and influence of Infradapt, and Infradapt is only required to provide commercially reasonable efforts in responding to service requests related to these issues and may not be able to resolve such issues in a timely manner.

6.10   Versions Supported. Third-Party Products eligible for Infradapt support need to be recognized by the original manufacturer as "current", and or eligible for software fixes or updates. Third-Party Products that have been marked "end-of-life" or similar retirement classification by the manufacturer will be supported by Infradapt utilizing commercially reasonable efforts at then current Infradapt rates.

6.11   Exclusions. Maintenance Services do not include any of the following: (a) making specification or reconfiguration changes or performing services connected with relocation of the Products (i.e. packing and transporting, office move, etc.) or the use of Third-Party Products purchased through sources other than Infradapt; (b) use of the Products or Third-Party Products in a manner not in accordance with specifications, operating instructions, or license-to-use; (c) supporting Customer products that have been identified by Infradapt as "problematic" or "chronic" and in need of replacement; (d) installing unauthorized software on a server, workstation, laptop, or PDA; (e) maintaining, customizing, and training on PDA's or "Smart" phones; (f) cleaning, removing, or responding to issues related to malware (viruses, spyware, trojans, spear phishing attacks, etc.); (g) entering data on behalf of a customer, importing data, uploading contacts to Outlook, exporting contacts to a PDA or "Smart" phone, Microsoft Office customization, application customization, etc.; (i) installing major or minor 3rd party software releases or service packs to applications, exception being operating system or PBX service packs or hotfixes; (h) testing, reversing, undoing, or trouble shooting 3rd party software releases, updates, service packs, or hotfixes that do not perform as expected or are determined to be the source of a customer issue; (i) resetting the password of a Covered Product after Normal Business Hours; (k) writing or revising internal policies and procedures utilized by Customer and or auditing Customers compliance with internal policies beyond the Annual Risk Assessment (if included on the "Order Form"); (l) routinely reviewing computer or device logs as part of a security policy, except when being referenced as part of resolving or trouble shooting issues with Covered Products; (m) supporting users, locations, or devices outside the scope of the Agreement (see "Order Form"); (n) litigation or litigation support, discovery requests, responding to subpoena requests, etc.

7.   Customers Obligations.

7.1   Reasonable Security Precautions and Acceptable Actions. Without limiting any other disclaimers or limitations of liability set forth in this Agreement, Infradapt shall have no liability for any damages incurred by Customer due to a breach of security. Accordingly, Customer agrees to (a) use reasonable security precautions in connection with its use of the Services, and (b) if Customer resells Infradapt's services, require its customers and end users to use reasonable security precautions. In addition, Customer agrees not to take any action or install any software which may preclude or impair Infradapt's ability to access or administer Infradapt servers, Infradapt hardware, or Infradapt software.

7.2   Customer Data Back Up. Depending on the specific Services purchased by Customer, Infradapt may provide either partial, incremental, or full Data backup services for Customer, or Customer may choose not to have Infradapt provide any additional Data backup services, on any or all of Infradapt's servers used by Customer. As such, Customer acknowledges that any servers can and do fail and the risk of Data loss is always present when any Data is stored on a computer system of any kind, even with the security and reliability features that Infradapt provides. Customer also acknowledges that Data backups in general do not always allow for restoration of Data due to the many inherent limitations when performing Data backups, and that Infradapt's Data backup services may not always allow Customer to restore any or all of their Data in the event of a failure of any kind. Without limiting any other disclaimers or limitations of liability set forth in this Agreement, Customer agrees that Infradapt shall have no liability for loss of any Data stored on Infradapt's server's by Customer or otherwise provided by Infradapt to Customer, even if Infradapt is providing any type of Data Backup services to Customer. For purposes of this section, "Data" shall include any software, content, and any other information stored on Infradapt's servers by Customer or otherwise provided to Infradapt by Customer.

7.3   Customer's Applications & Website. For the avoidance of doubt, Customer acknowledges and agrees that (a) Customer's application software and website may have certain software or hardware dependencies in order to run properly in a managed hosting environment using Infradapt's Service(s), (b) Customer is solely responsible for ensuring that Customer's applications and/or website will function properly on Infradapt's Service(s) using the hardware and software supported by Infradapt prior to contracting with Infradapt, and (c) Infradapt has no obligation whatsoever to assist or ensure that Customer's applications or website functions properly on Infradapt's Service(s). Accordingly, Customer shall be solely responsible for any cost or effort to change or modify Customer's applications or website to function properly on the Infradapt Service(s), and Customer's inability to have its applications or website function properly using the Infradapt Service(s) shall not relieve Customer of any of its obligations under this Agreement.

7.4   Unauthorized Use of Service. While Infradapt may provide security Services and or security Products to Customer, Customer is responsible for the security of the Products and Services provided pursuant to this Agreement, and Infradapt agrees only to perform the specific security services described in the Order Form or Work Order, and/or other portion of the Agreement. Customer shall be responsible for any unauthorized use of the Services by any person, and shall pay all fees incurred for its account by any person using the Services, unless such unauthorized use was because of a security breach that occurred when a component of Infradapt's Security Environment that Customer had contracted for was unavailable which would have, under normal operating practices, protected Customer from said security breach.

7.5   Acceptable Use Policy (AUP). Customer acknowledges that it has read Infradapt's Acceptable Use Policy located at http://www.Infradapt.com, and Customer agrees to comply with such policy and any changes thereto which are made in accordance with the further provisions of this Section 7.5 ("Acceptable Use Policy" or "AUP"). Infradapt may change such policy by posting the revised policy on its web site or by giving Customer written notice thereof. Any such change shall be effective on the earlier of the date the new policy is posted or on the date Infradapt gives Customer notice thereof. If Customer resells Infradapt's Service, Customer shall require its customers and end users to comply with such AUP. Furthermore, Customer agrees to cooperate with Infradapt's reasonable investigation of any suspected violation of the AUP by Customer or any of its customer or end users. If, however, any amendment to the AUP would materially and adversely affect Customer, Customer agrees to provide Infradapt with a written notice describing its objection to the amendment in reasonable detail within ten (10) Business Days of the effective date of the amendment. In the event Infradapt does not agree to waive the amendment as to Customer within ten (10) Business Days of Customer's notice, then Customer may terminate the Agreement without liability as provided in Section 21.2 (c) (Termination by Customer).

7.6   Software. Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appears on any software provided by Infradapt. Customer may not reverse engineer, decompile, or disassemble any Infradapt provided software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, or is permitted by the terms of any "open source" license that governs the use of the software. If the applicable Work Order form indicates that Infradapt uses Microsoft software to provide the Services, Customer agrees to the Customer License Terms for Microsoft software published by Microsoft Corporation.

7.7   Distributed Denial Of Service (DDoS) Attacks. A DDoS attack occurs when a number of servers (that have typically been "hacked" or compromised located throughout the Internet) launch an attack against a website or a server, and send a flood of traffic to that website or server. A DDoS attack can significantly impact the performance of the network under attack, and can consume significant amounts of Internet bandwidth. In order to protect Infradapt and its customers from DDoS attacks, Infradapt offers monthly ongoing DDoS protection to its customers within our Managed Services offerings, as well as One-Time DDoS protection for customers that have not signed up for a monthly service but find themselves under attack. If a Customer contracts for DDoS protection from Infradapt, Customer's traffic will be scrubbed and good traffic (i.e., non-attacked traffic) will be sent to Customer's servers, although Customer agrees and accepts that Infradapt shall be allowed to place a limit on the amount of Internet traffic to be accepted as part of an attack on Customer's server(s). This limit may vary based upon the load on Infradapt's network at any given time, and will be determined by Infradapt in its sole discretion. In the event the total traffic (including attacking and non-attacking traffic) to Customer's server(s) goes above the limit set by Infradapt such that Infradapt believes a continued attack may cause a significant impact to Infradapt's network or other customers, Customer accepts that Customer's Internet traffic going to the attacked server(s) will be null routed (blocked) until the attack drops to a level deemed to be acceptable by Infradapt. For those Infradapt customers that do not sign up for either ongoing Monthly DDoS protection or One-Time DDoS protection and find themselves under a DDoS attack, those Customers' Internet traffic will be null routed (blocked) on the server(s) being attacked. In addition, Customer agrees that they will be responsible for any monthly Internet bandwidth usage charges or monthly data transfer charges above Customers' contracted amounts during such an attack, as calculated by Infradapt using Infradapt's standard monthly data transfer calculation methods and its current rates for additional data transfer.

7.8   Data Encryption. In the event Customer stores any Protected Health Information (PHI) as defined by the United States Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA"), Customer agrees to the following: (a) Customer shall only store said data in an encrypted format on Infradapt's server(s); (b) while Customer may request assistance from Infradapt to setup encryption for its PHI data to be stored on Infradapt's servers, Customer agrees that Customer is solely responsible to ensure that said PHI data is encrypted properly at all times; and (c) Customer shall not disclose to Infradapt any encryption key(s) necessary to decrypt such data nor provide access to Infradapt to any application(s) residing on the Infradapt server(s) which stores PHI. Notwithstanding any other provision of this Agreement, Customer agrees that in the event Customer fails to encrypt any PHI data as provided herein and such unencrypted data is accessed by an unauthorized party while being stored on Infradapt servers subjecting Infradapt to compliance with any regulations and/or laws, Customer shall be solely responsible for all costs associated with compliance with such regulations and/or laws and shall indemnify Infradapt for any and all suits, claims, actions, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other expenses) associated with or arising out of such disclosure to the extent caused by the Customer's failure to encrypt such data. The provisions of this paragraph only apply to any Customer that is storing PHI on Infradapt servers that is subject to HIPAA Compliance.

8.   Customer responsibilities. The following areas are typically customer responsibilities, unless specifically included in the Order Form:

8.1   Environment. Customer shall provide the appropriate environment and electrical and communications connections as specified from time-to-time by Infradapt or the relevant hardware vendor.

8.2   Backups. Customer will maintain software and database backups external to the hardware processors that are sufficient to reconstruct lost or altered files, data, or programs.

8.3   Electronic Access. Infradapt's obligations hereunder are contingent upon Infradapt having remote electronic access to Customer's computer system housing the Covered Products and Customer will maintain a high-speed internet connection and follow Infradapt recommendations regarding firewall configuration to enable Infradapt technicians to perform remote technical support. It is understood that such recommendations shall not reduce Customer's network security or functionality.

8.4   Capacity, Throughput and Utilization. Customer will maintain capacity, throughput and utilization thresholds in accordance with specified guidelines provided by the suppliers of the Covered Products or as specified by Infradapt. Infradapt reserves the right, in its sole discretion, to determine the appropriateness of capacity, throughput and utilization thresholds.

8.5   Licenses. Customer will purchase, maintain and verify the authenticity of all software and hardware licenses necessary to allow Infradapt to deliver Maintenance Services. Such shall include but not be limited to operating systems, application software (such as ERP systems, Accounting packages, word processors or office productivity applications), per user application connection licenses, device access licenses, etc.

8.6   Service Agreements. Customer will maintain up-to-date manufacturer service and support agreements on all Covered Products not sold by Infradapt.

8.7   Acceptable Use. Customer is responsible for defining Acceptable Use Policies that apply to Covered Products, Use of Internet Access, and the like and for communication of such to Customer employees, agents, consultants, and contractors. Customer is solely responsible for monitoring its Acceptable Use Policies and Infradapt shall have no responsibility for defining or monitoring such.

8.8   Inappropriate, Illegal Use. If Infradapt becomes aware of inappropriate use (i.e., in violation of Acceptable Use) of Covered Products by Customer or its employees, then Infradapt will use commercially reasonable efforts to apprise the Customer Authorization Contact of such. In the event Infradapt becomes aware of illegal use of Covered Products (i.e., illegal possession of copyrighted material, unauthorized intrusion to third-party networks, etc.), then Infradapt will follow Customer's written preferences as set out in an "Illegal Use – Customer Notification Policy" previously defined, signed, and implemented by Customer. In the absence of an in force "Illegal Use - Customer Notification Policy", Infradapt may notify law enforcement of any discovered illegal use. In the event Infradapt becomes aware that the illegal use includes child pornography, Infradapt will follow Customer's "Illegal Use – Customer Notification Policy" AND WILL notify law enforcement. Notwithstanding the foregoing, Infradapt will strictly comply with all applicable laws regarding use of Covered Products.

8.9   Compliance. Customer represents and warrants that it is and will be in compliance with all Federal, State, (e.g., SOX, GLBA, HIPAA, etc.), and private industry, (e.g., PCI) privacy standards and security measures. At no time does responsibility for Customer's compliance transfer to Infradapt. Customer shall indemnify and hold Infradapt harmless from liability, costs, expenses (including reasonable attorneys fees) and/or damages it incurs because of Customer's failure to so adhere to Compliance requirements.

8.10   Hardware. If Infradapt provides Hardware for customer to use as part of an IaaS offer, Customer is expected to provide a reasonable standard of care in protecting said Hardware from damage or theft for the term of the agreement. If, during a Warranty or RMA process, Infradapt determines that a hardware malfunction was due to lack of reasonable care, then Customer may be charged the retail replacement value of that product, and T&M Services to integrate the Product into the Customer network.

9.   Methods.

9.1   Infradapt shall supply Maintenance and Helpdesk Services remotely via secure remote-desktop or virtual private network ("VPN") or similar encrypted connections when possible.

9.2   Infradapt shall maintain the confidentiality of Customer information.

9.3   Infradapt may opt, at Infradapt's sole discretion, to place or remove certain Infradapt or Third-Party Products on Customers site to trouble shoot an issue, improve performance or the customer experience, increase redundancy, to be used as a work-around, etc. At all times these Products remain the property of Infradapt, are Infradapt Trade Secrets, and must be immediately returned to Infradapt upon termination of services.

10.   Additions to Contract. Customer may expand the scope of this Agreement so long as such is done by way of a written addendum or Order Form Agreement that is approved by authorized personnel from each party. Installation services for new hardware, software, or other equipment are not covered by this Agreement and may be quoted on a per-project basis or provided at Infradapt's then current hourly service rates.

11.   Support of Relocated Covered Products. Customer may move or re-locate the Covered Products to another location provided that Infradapt has received notice of such and provided consent to the relocation, which not be unreasonably withheld. Customer may request Infradapt's assistance to prepare Covered Products for a move and such assistance will be billed at Infradapt's then current standard hourly rates.

12.   Customer Support Website Access ("Portal"). Customer may be provided access to the Portal for creating reviewing tickets, downloading invoices, reviewing reports and logs, etc.. Infradapt shall suffer no penalty, loss, or risk from Customer's use of the Website. Accessing the Website implies Customer's agreement to the following:

12.1   Customer must identify to Infradapt in writing a Customer Authorization Contact. This contact will be responsible for verifying the employment and the authorization of Customer's personnel and subcontractors that shall have access to the Portal.

12.2   Customer shall not enable or permit Portal access to any person other than its employees and the employees of its agents, consultants, and contractors who need to use the Portal for the operation, administration, and management of their duties for Customer in accordance with the terms of this Agreement and who are authorized and enabled by Customer to access and utilize the Portal. Infradapt monitors access to the portal; Competitor's (as confirmed by their source IP address) accessing Infradapt's portal with Customer's credentials (user name and password) will be evidence of Customer's breach of Confidentiality and Infradapt Trade Secrets and Customer will pay liquidated damages equal to two times the annual value of Customers Service Agreement, or $10,000, whichever is greater.

12.3   Customer shall identify to Infradapt any non-employee who will be given access to the Portal, and if requested by Infradapt, Customer will provide a copy of a Non-Disclosure Agreement executed between Customer and the non-employee that complies with the Confidentiality Section of the this Agreement prior to permitting the nonemployee access to the Portal.

12.4   Customer must immediately notify Infradapt in writing of any change in the employment or authorization status of any personnel having authorized access to the Portal.

12.5   Use of the Portal for purposes other than those set out herein will result in user(s) being immediately denied access to the Portal, and such will be documented to both parties' legal organizations.

13.   Infradapt Warranties**.**

13.1   All Services and associated deliverables that are provided are in the nature of professional service and advice and Infradapt warrants that the Services and deliverables there from will be performed in a good and workman-like manner and will perform in accordance with specifications expressly set out in a Work Order for the Warranty Period set out in the Order Form. If said Services and deliverables are not in conformance with the foregoing warranty, then Infradapt shall, as its sole obligation and Customers exclusive remedy, re-perform such Service or provide a substitute deliverable at no additional charge to Customer.

13.2   Commencing on the date of delivery of a Product and for the Warranty Period set forth in the Order Form, Infradapt warrants solely to Customer that the Product shall perform the functions and meet the specifications expressly set forth in the applicable Work Order. Infradapt does not warrant that the operation of the Product will be uninterrupted or error-free or that the Product will achieve the results desired by Customer. Without additional charge to Customer, Infradapt shall use commercially reasonable efforts to correct promptly any failure of the Product to perform in accordance with the foregoing warranties if the failure is reported during the Warranty Period. In order to obtain warranty coverage, Customer must provide Infradapt with written notice of the warranty claim containing the following: (i) a description of the failure to perform, (ii) a description of the operating conditions, including the specific hardware and software configuration, under which the failure to perform occurred, and (iii) a sample of inputs for repeating and analyzing the failure to perform. If Infradapt is unable, after using commercially reasonable efforts, to correct the failure of the Product to perform in accordance with the foregoing warranties, Customer's sole and exclusive remedy shall be to receive a full refund of the payments actually received by Infradapt from Customer for the Product which is the subject of the warranty claim. Infradapt shall have no obligation to make corrections, repairs, or replacements which result, in whole or in part, from (i) catastrophe, fault, or negligence of Customer, (ii) use of the Product in a manner not specified in the applicable Work Order, or (iii) causes external to the Product such as, but not limited to, power failure or electric power surges. In the event that Infradapt can determine through reasonable documentation that a problem is not the result of the Product, Customer may, at the discretion of Infradapt, be required to reimburse Infradapt for any costs which it has incurred as a result of investigating and correcting the problem, plus any service charges based on Infradapt's then-current rates.

13.3   Infradapt makes no warranties with respect to, and has no liability for, TCP/IP, UDP, and related communication protocols and the services and products of telecommunications carriers and Customer acknowledges that use of such communication protocols and or telecommunication carriers may result in reduced performance and reliability of Products and Services.

13.4   Third-Party products are warranted only to the extent warranted by the third Party manufacturer and Infradapt will pass through to Customer whatever rights Infradapt may have in relation to third-Party products but Infradapt's rights and obligations that are passed to Customer will be no greater than what Infradapt receives from the third-Party supplier. Infradapt is not responsible or liable for the operation, suitability or performance of Third-Party products in any way, even if such were recommended by Infradapt.

13.5   **EXCEPT FOR ANY SERVICE CREDITS PROVIDED BY INFRADAPT THROUGH ITS SERVICE LEVEL AGREEMENT, ALL SERVICES AND ANY THIRD PARTY PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. INFRADAPT MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO ANY SERVICES OR ANY THIRD PARTY PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES THAT (A) THE SERVICES OR THIRD PARTY PRODUCTS SHALL MEET CUSTOMER'S REQUIREMENTS, (B) THE OPERATION OF THE SERVICES OR THIRD PARTY PRODUCTS WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR (C) ANY OR ALL DEFECTS IN THE SERVICES**

OR THIRD PARTY PRODUCTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN OPERATING COMPUTER SERVERS AND INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY AND THAT SUCH RISKS SHALL BE BORNE SOLELY BY CUSTOMER. EXCEPT AS SET FORTH IN THIS SECTION, INFRADAPT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, WITH RESPECT TO THE PRODUCTS, AND SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFRADAPT OBLIGATIONS UNDER THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE CONDITIONED UPON RECEIPT BY INFRADAPT OF NOTICE AND DOCUMENTATION ADEQUATE TO REASONABLY INFORM INFRADAPT OF THE CLAIM, AND PERFORMANCE BY CUSTOMER OF ITS RESPONSIBILITIES HEREUNDER. INFRADAPT DOES NOT WARRANT THE SECURITY OF CUSTOMER'S NETWORK EVEN IF SERVICES AND PRODUCTS WERE PROVIDED TO ADDRESS THE SECURITY THEREOF.

13.6   **LIMITATION OF LIABILITIES. (A) EXCEPT IN THE CASE OF INFRADAPT'S OBLIGATION TO INDEMNIFY CUSTOMER UNDER THE INDEMNIFICATION SECTION HEREIN, INFRADAPT'S MAXIMUM CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED: (I) FOR A CLAIM BASED ON A PRODUCT OR THE USE THEREOF, THE PAYMENTS ACTUALLY RECEIVED BY INFRADAPT FROM CUSTOMER FOR THE PRODUCT, WHICHEVER IS THE SUBJECT OF CUSTOMER'S CLAIM OR SERIES OF CLAIMS, (II) FOR A CLAIM BASED ON THE PROVISION OF SERVICES INFRADAPT'S AGGREGATE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) AMOUNT PAID BY CUSTOMER FOR THE SERVICE FOR THE TWO (2) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) AN AMOUNT EQUAL TO THE MONTHLY FEE APPLICABLE TO THE SERVICE FOR THE MONTH IN WHICH THE EVENT(S) GIVING RISE TO THE CLAIM OCCURRED (WHETHER OR NOT SUCH FEE WAS PAID BY CUSTOMER). (B) IF INFRADAPT ACCESSES OR TAKES POSSESSION OF CUSTOMER EQUIPMENT AS PART OF PROVIDING SERVICES AND DAMAGE RESULTS TO SAID EQUIPMENT, THE LIABILITY OF INFRADAPT FOR DAMAGE OR DESTRUCTION OF THE EQUIPMENT SHALL BE LIMITED TO THE CURRENT OR DEPRECIATED, AS ESTABLISHED BY THE TAX RECORDS OF CUSTOMER, VALUE THEREOF, WHICHEVER IS LOWER. INFRADAPT SHALL NOT BE LIABLE FOR THE LOSS OF DATA CONTAINED THEREON OR THE USE THEREOF. (C) INFRADAPT SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, DAMAGE TO REPUTATION OR LOSS OF USE DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CREATION OR SUPPLYING OF THE PRODUCTS AND/OR SERVICES, OR DISRUPTING SERVICE FOR NONPAYMENT, EVEN IF INFRADAPT WAS AWARE OF OR WAS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY JURISDICTION IN WHICH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13.6 ARE RESTRICTED, INFRADAPT'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

14.   Customer Representations and Warranties:

14.1   Customer will grant access to its facilities, network(s) and business operations so that Infradapt may perform its obligations, as set out in this Agreement.

14.2   Customer will designate a person to be the primary point of contact with Infradapt for all matters related to this Agreement and Customer personnel will cooperate in good faith with Infradapt so as to allow Infradapt to perform Services and provide Products as set out herein.

14.3   High Speed Internet access shall be made available to Infradapt at no cost so that Customer's network can be accessed by way of remote access by Infradapt, which access is hereby granted.

14.4   Infradapt shall have physical access to the premises, designated installation areas, etc., of Customer as reasonably required by Infradapt in order for it to perform hereunder.

14.5   Customer will comply with all applicable laws, regulations, statutes, ordinances and other like requirements or standards established by any government organization or body and Customer acknowledges that it is responsible for such compliance notwithstanding the fact that Infradapt may provide Products and Services to assist it doing so.

15.   Ownership and Infradapt Competitors.

15.1   General. Subject to the further provisions of this Section 15.1, each party acknowledges and agrees that: (i) nothing in this Agreement transfers ownership in any of such party's trade secrets, inventions, copyrights, and other intellectual property to the other party and (ii) each party owns their respective intellectual property. Further, Infradapt acknowledges that Customer owns, and shall continue to own, any and all data and content which Customer stores on Infradapt 's servers, and nothing in this Agreement shall transfer ownership of Customer's data or content to Infradapt, unless said data or content was specifically pledged in writing by Customer as collateral to guarantee payment to Infradapt for Services. Customer acknowledges and agrees that (a) Infradapt owns, and shall continue to own any and all intellectual property (including, without limitation, all of Infradapt's Trade Secrets) that Infradapt may utilize or develop in the course of performing the Services, and (b) Customer does not acquire any ownership interest or rights to possess Infradapt's server(s) or any other hardware or software provided by Infradapt, and has no right of physical access to the hardware. To the extent that Customer provides any comments, instructions, suggestions, supporting information, and/or other feedback to Infradapt, respecting any Services and/or any other subject matter of this Agreement (collectively, "Feedback"), such Feedback shall be owned exclusively by Infradapt. To the extent Customer has or obtains any intellectual property rights in or to any Feedback, Customer shall be deemed to assign all right, title and interest therein, if any, to Infradapt as of the date such right first vests in Customer.

15.2   Infradapt's Trade Secrets. Customer acknowledges and agrees that in the course of providing Hosting Services to Customer, Infradapt may disclose (or Customer may otherwise learn) one or more of Infradapt's Trade Secrets. For example, in the course of providing Hosting Services to Customer, Infradapt may give Customer, as applicable, full (a) "Root access" (for Linux), and/or (b) "Admin access" (for Windows), in each instance to Infradapt's software and hardware including Infradapt's servers. Customer further acknowledges and agrees that in the course of such access, Customer may gain access and knowledge to certain tools, methods and techniques used by Infradapt to deliver Infradapt's uniquely high levels of performance, security, cost-effectiveness, and reliability with respect to the Hosting Services and otherwise (all of such tools, methods and techniques shall be referred to collectively herein as "Infradapt's Methodology"). Without limiting the generality of Section 10.1 above, Customer further acknowledges and agrees that Infradapt's Methodology and all other of Infradapt's Designated Trade Secrets (x) are not generally known to, and are not readily ascertainable by proper means by, Customer or by third parties, (y) derive independent economic value to Infradapt from not being generally known to, and not being readily ascertainable by proper means by, Customer or by third parties, and (z) are the subject substantial efforts by Infradapt to maintain their confidential nature. Customer further acknowledges and agrees that third parties would obtain economic value from the disclosure of Infradapt's Designated Trade Secrets to them. Customer acknowledges and agrees that all Infradapt's Trade Secrets constitute Infradapt's trade secrets under applicable law.

15.3   Infradapt Competitors. Customer represents and warrants to Infradapt that, as of the Effective Date, neither Customer nor any Customer Affiliates is an Infradapt Competitor. Customer further covenants and agrees that, during the term of this agreement, neither Customer nor any Customer Affiliates will, directly or indirectly, (a) constitute an Infradapt Competitor, and/or (b) engage or encourage any Infradapt Competitor or its employees, relatives or friends of employees, agents, contractors, vendors, affiliates or assigns to utilize any Service of Infradapt for any reason whatsoever.

16.   Restrictions. Customer agrees not to: (i) reproduce any Materials (except to make the number of production and non-production copies as provided for in the Order Form of this Agreement) or (ii) make available or disclose to anyone else any Materials, including any non-production copies of the Materials, except to Customer's employees, agents and contractors who are involved in the utilization of the Materials and who are bound in writing to preserve the confidentiality thereof. Customer agrees that its contractors and agents shall have access to the Materials and other Infradapt Proprietary Information only at the licensed location. Customer further agrees that its contractors shall be deemed agents of Customer and therefore Customer shall have the same liability for its contractors as Customer has for its employees and agents. Customer will promptly notify Infradapt of any unauthorized use or disclosure of the Materials. Customer agrees that it will not reverse engineer, disassemble, decompile, or decode the Materials or any portion of them without the prior written consent of Infradapt.

17.   Confidentiality. (a) "Proprietary Information" means all Materials, the terms of this Agreement, and all information designated as confidential in writing by either Infradapt or Customer (the "Discloser") to the other (the "Recipient"), whether by letter or by the use of an appropriate stamp or legend, prior to or at the time any such information is disclosed. Information which is orally or visually disclosed without an appropriate confidential designation shall be Proprietary Information if the Discloser so indicates at the time of disclosure and within 30 days after disclosure, delivers to the Recipient a written document describing the Proprietary Information and referencing the place and date of the disclosure. Proprietary Information shall not include any information to the extent it: (i) is in the Recipient's possession at the time of disclosure without the Recipient's breach of any legal obligation, (ii) becomes known to the Recipient through disclosure by sources other than the Discloser who have the legal right to disclose such Proprietary Information, (iii) is independently developed by or for the Recipient without reference to or reliance upon the Discloser's Proprietary Information, or (iv) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided the Recipient provides prior written notice to the Discloser and takes reasonable and lawful actions, as specified by and at the expense of the Discloser, to avoid and minimize the extent of such disclosure. (b) Customer acknowledges and agrees that in the course of providing Services to Customer, Infradapt may disclose, or provide access to (or Customer may otherwise learn) one or more of Infradapt's Trade Secrets. Customer further acknowledges and agrees that in the course of such access, Customer may gain access and knowledge to certain tools, methods and techniques used by Infradapt to deliver Infradapt's uniquely high levels of performance, security, cost-effectiveness, and reliability with respect to the Services and otherwise (all of such tools, methods and techniques shall be referred to collectively herein as "Infradapt's Tools"). Without limiting the generality of Section 10, Customer further acknowledges and agrees that Infradapt's Tools and all other of Infradapt's Designated Trade Secrets (x) are not generally known to, and are not readily ascertainable by proper means by, Customer or by third parties, (y) derive independent economic value to Infradapt from not being generally known to, and not being readily ascertainable by proper means by, Customer or by third parties, and (z) are the subject substantial efforts by Infradapt to maintain their confidential nature. Customer further acknowledges and agrees that third parties would obtain economic value from the disclosure of Infradapt's Designated Trade Secrets to them. Customer acknowledges and agrees that all Infradapt's Trade Secrets constitute Infradapt's trade secrets under applicable law. (c) Infradapt and Customer shall hold the other's Proprietary Information in confidence and shall not disclose the other's Proprietary Information to any person except the Recipient's employees, agents, and contractors (subject to the terms regarding contractors in the Restrictions Section above) who have a need to know and who are bound in writing to preserve the confidentiality thereof. Customer shall hold the Infradapt's Trade Secret information in confidence and shall not disclose the Trade Secret information to any person except the Recipient's employees, agents, and contractors (subject to the terms regarding contractors in the Restrictions Section above) who have a need to know, who are bound in writing to preserve the confidentiality thereof, and have received EXPRESS WRITTEN PERMISSION FROM INFRADAPT TO HAVE ACCESS TO THE INFORMATION. The Recipient shall use Proprietary Information only for the purpose for which it was disclosed and shall not otherwise use the Proprietary Information for its own or another's benefit without the prior written consent of the Discloser. Infradapt and Customer shall promptly notify the other of any unauthorized use of the other's Proprietary Information.

18.   Indemnification.

18.1   Infradapt Obligation. (a) Infradapt shall indemnify and defend Customer against any claim that the Materials or Services infringe any valid United States (i) patent, (ii) copyright, or (iii) trade secret, provided that Infradapt is given prompt written notice of the claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of a claim, Infradapt shall, in its reasonable judgment, and at its option and expense: (i) obtain for Customer the right to continue using the Materials or Service, (ii) replace or modify the Materials or Service so that they become non-infringing, or (iii) if, in Infradapt's opinion, obtaining the remedies in (i) or (ii) is not commercially reasonable, as Infradapt's sole obligation, terminate Customer's license to the infringing Materials or Services. (b) Infradapt shall not have any liability to Customer under subsection (a) above to the extent that any infringement or claim thereof is based upon (i) use of the Materials or Services in combination with equipment or software not supplied by Infradapt where the Materials or Services would not themselves be infringing, (ii) use of the Materials or Services with an application which was not specified in the applicable software product description, (iii) modifications of the Materials or Services not made by Infradapt, or (iv) Infradapt's compliance with Customer's designs, specifications, or instructions. (c) The foregoing states Infradapt's entire liability, and Customer's sole and exclusive remedy, with respect to any claim of infringement of any patent, copyright, trade secret or other intellectual property or proprietary right which a third Party may have against Customer. (d) The foregoing entire section 18.1 does not apply to any Third-Party Products.

18.2   Customer obligation. Subject to the provisions of Section 19.2 herein, Customer agrees to indemnify and hold Infradapt, its parents, subsidiaries, and affiliates and each of their respective officers, directors, attorneys, agents, and employees (each an "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs), that any Indemnified Party may incur or may be subject under any theory of legal liability to the extent arising out of or related to (a) the actual or alleged use of the Infrastructure as a Service in violation of, or by any allegation which, if true, would constitute a violation of, (i) the AUP, and/or (ii) any applicable law, in each instance by any person regardless of whether such person has been authorized to use the Infrastructure as a Service by Customer, (b) any dispute regarding the control of Customer's account with Infradapt, and/or (c) a breach of this Agreement by Customer, or by any allegation which, if true, would constitute a breach of this Agreement by Customer, and or (d) against any costs, expenses, or liability directly or indirectly arising out of or relating to any claim from any third Party based on Customer's use or possession of the Materials, Products, Hardware, or use of Infradapt Services. Without limiting the generality of the foregoing, Customer shall pay Infradapt two hundred seventy five dollars ($275.00) per hour (in one-hour minimum increments) for time reasonably spent by Infradapt personnel in responding to third party complaints regarding Customer's use or alleged use of the Services in violation of, or by any allegation which, if true, would constitute a violation of, the AUP including, without limitation, complaints under the Digital Millennium Copyright Act.

19.   Security Interest. To secure the payment of all obligations, indebtedness and liabilities of Customer to Infradapt and the performance of all covenants, conditions and agreements of Customer under this Agreement, Customer hereby grants to Infradapt a purchase money security interest in and to all assets of Customer, including without limitation, all accounts, accounts receivable, contract rights, chattel paper, general intangibles, instruments, inventory, goods, customer lists, equipment, furniture, fixtures, payment intangibles, supporting obligations, letter of credit rights and commercial tort claims, now owned or existing and hereafter acquired or arising, and all cash and non-cash proceeds thereof. Customer hereby authorizes Infradapt to file any and all financing statements of all types, including without limitation, initial financing statements, continuation financing statements and amendment financing statements, in the name of Customer as Debtor, to perfect and/or continue the perfection of the security interest of Infradapt in the collateral covered hereby and/or amend any or all financing statements filed with any governmental authority or agency pertaining to the security interest of Infradapt in said collateral.

20.   Term, Termination, and Default.

20.1   Term. The term of this Agreement shall commence on the Effective Date. The Service Commencement Date marks the beginning of Customer's periodic payments, and shall continue for the term specified in the applicable Order Form or Work Order; subject, however, to renewal and earlier termination as hereinafter provided. Upon the expiration of the initial term and each renewal term, the term of this Agreement shall be renewed for

successive periods equal to the initial period set forth on the applicable Order Form or Work Order unless one party gives the other party notice of its intention not to renew at least sixty (60) days before the expiration of the then-current term.

20.2   Termination by Customer. Customer may terminate this Agreement by giving notice to Infradapt if (a) Infradapt fails in a material way to provide the Infrastructure as a Service in accordance with the terms of the Agreement and does not cure the failure within thirty (30) days of Customer's written notice describing the failure in reasonable detail, or (b) Infradapt materially violates any other provision of the Agreement and fails to cure the violation within thirty (30) days of Customer's written notice describing the violation in reasonable detail, or (c) as provided in Section 7.5 (AUP) upon thirty (30) days advance written notice in the event of an amendment to the AUP that materially and adversely affects Customer and that is not waived by Infradapt. In addition, Customer may terminate this Agreement immediately by giving written notice to Infradapt, (i) if Infradapt voluntarily files a petition for relief under the Bankruptcy Code, (b) if an order for relief under the Bankruptcy Code is entered against Infradapt following the filing of an involuntary petition for relief under the Bankruptcy Code against Infradapt, (ii) if such an involuntary petition is filed against Infradapt and the proceeding initiated by such filing is not terminated within sixty (60) days after the day on which such an involuntary petition is filed, (iii) if Infradapt makes an assignment for the benefit of its creditors, (iv) if a receiver is appointed for Infradapt or any of its assets, or (v) if any of Infradapt 's assets are attached or foreclosed.

20.3   Termination by Infradapt. Infradapt may terminate this Agreement by giving notice to Customer in the event Customer breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after notice thereof is given to Customer by Infradapt (except that such cure period shall be limited to four (4) Business Days in the event of a breach due to the failure to pay any amount due hereunder), and such termination shall be effective on the date set forth in such notice. In addition, Infradapt may terminate this Agreement immediately by giving notice to Customer (a) if Customer voluntarily files a petition for relief under the Bankruptcy Code, (b) if an order for relief under the Bankruptcy Code is entered against Customer following the filing of an involuntary petition for relief under the Bankruptcy Code against Customer, (c) if such an involuntary petition is filed against Customer and the proceeding initiated by such filing is not terminated within sixty (60) days after the day on which such an involuntary petition is filed, (d) if Customer makes an assignment for the benefit of its creditors, (e) if a receiver is appointed for Customer or any of its assets, (f) if any of Customer's assets are attached or foreclosed, (g) if Infradapt believes that Customer is or has violated the AUP, and/or (h) if Infradapt reasonably believes that Customer is infringing the intellectual property rights of others or is aiding or threatening such infringement. In addition, if Infradapt is faced with a claim that the Services provided by Infradapt infringe on the intellectual property rights of a third party, and Infradapt is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, Infradapt may terminate this Agreement by giving at least sixty (60) days prior notice to Customer, and will not have any liability on account of such termination, except to refund amounts paid for Services not used as of the time of termination. Infradapt's termination rights provided in this Section 17.3 are in addition to any other rights and remedies available at law or in equity.

20.4   Obligations Upon Termination. Upon the expiration or earlier termination of this Agreement for any reason, Customer agrees (a) to immediately cease using all Services, (b) to promptly release any Internet protocol numbers, addresses or address blocks assigned to Customer in connection with the Service (but not any URL or top level domain or domain name), and (c) that Infradapt may take steps to change or remove any such IP addresses. Unless Customer requests in writing to the contrary, Infradapt agrees to destroy all Customer-provided software and data after expiration or termination of this Agreement, In the event Customer requests the return of its software or data, Customer agrees to be responsible for all costs associated with Infradapt returning Customer's data and software, and any time spent by Infradapt will be billed as T&M Services at published Infradapt rates which Customer agrees to pay as an estimated fee determined by Infradapt prior to having its software and/or data returned.

20.5   Termination Fee. Customer acknowledges that the amount of the monthly recurring fee for the Services is based on Customer's agreement to pay the fee for the entire term of the then-current term (i.e., the initial term or any renewal term). Accordingly, in the event Infradapt terminates the Agreement as a result of Customer's breach of this Agreement, Customer agrees that all fees due under this Agreement, including the monthly recurring fees for the remaining portion of the then current term, shall be due on the Business Day following termination of the Infrastructure as a Service, and Customer agrees to pay said fees within fifteen (15) days after the date of service termination.

20.6   Default. If Customer fails to observe any material term of this Agreement and the Parties fail to reach a resolution in accordance with the Initial Dispute Resolution Section below, Infradapt's remedies will include the right to terminate this Agreement and any rights granted hereunder, and terminate providing any additional Services. If Customer does not pay a valid invoice within thirty (30) days of when it is due, Infradapt may elect to, in addition to any other right or remedy available to it, suspend the provision of any additional Services and immediately terminate this Agreement and the effectiveness of any covenants, representations, or warranties hereunder. Upon termination of this Agreement for any reason, Customer agrees to (i) pay all monies invoiced and all monies owed but not yet invoiced, including the Termination Fee, and (ii) immediately stop using the Materials, Products, and Services; return all Products, Software, and Materials, including all copies in any form. The following Sections of these General Terms shall survive termination of the Agreement: 18 (Confidentiality), 13.6 (Limitation of Liability), 25 (Non-Solicitation) and 31 (Governing Law).

20.7   Product Capability.   Customer is responsible for selecting Products which will achieve the desired results and for promptly verifying that Products perform as specified. Although Customer and Infradapt may discuss, correspond and exchange information about Products before they are ordered, Infradapt's proposals and recommendations will constitute binding commitments of Infradapt only if (1) expressly referenced in an order accepted by Infradapt; and (2) Customer cannot reasonably verify the capability of Products prior to delivery. If the Products do not perform consistent with Infradapt's binding commitments and Customer promptly notifies Infradapt and provides Infradapt a reasonable opportunity to correct the problem, then Customer or Infradapt may terminate the Agreement without liability, except that Infradapt will refund any payments made under this Agreement for the Products less the reasonable value which Customer received. Alternatively, if Infradapt agrees, Customer may substitute other Infradapt Products. Customer's acceptance of a refund or substitute waives all claims relating to the nonperforming Products.

21.   Assignment.   Either Party may assign its rights under this Agreement with the understanding that Customer may only transfer its rights and duties to an entity which has acquired all of Customer's capital stock or all or substantially all of Customer's assets, provided that: (i) the acquiring entity is a U.S. entity, (ii) the acquiring entity is not a competitor of Infradapt, (iii) the acquiring entity agrees in writing to be bound by the terms of this Agreement, (iv) Customer is in full compliance with its obligations under this Agreement, (v) the transfer does not expand the scope or use of the license, and (vi) Infradapt consents in writing to the transfer in advance, which consent shall not be unreasonably withheld. In all other cases, neither this Agreement nor any rights or licenses granted hereunder may be assigned or duties delegated, whether by operation of law or otherwise, by Customer without the prior written consent of Infradapt. Any attempted assignment or delegation in violation of this Section shall be void and ineffective for all purposes.

22.   Subcontracting. Infradapt may subcontract all or part of the Services to be performed under this Agreement, but will retain responsibility for the work to the extent of the warranties as detailed in "Warranties and Exclusions."

23.   Non-Solicitation. Neither Party shall solicit for employment any personnel of the other Party who has performed or received services from the other Party under this Agreement during or within twelve (12) months of the performance of such services.

24.   References, Trademarks and Publicity. Each Party hereby grants permission to the other Party to identify themselves as a customer or vendor of the other and to display the other Party's logo in connection with identifying that Party in such capacity. Such use of the other Party's name or logo will be in connection with proposals to perspective customers, hyperlinks from web sites to the other Party's home page, or to otherwise refer to the other party in print or electronic forms for marketing or references purposes. All use of a Party's logos and trademarks shall be subject a Party's logo and

trademark usage guide as provided to the other party and as the same may be updated from time to time. No usage of the other Party's trademarks or logos is granted for any other purpose and both Parties expressly disclaim any transfer of ownership or assignment of rights in this respect.

25.   Initial Dispute Resolution. Except in the case of a dispute in which a Party seeks injunctive relief or must file suit in order to avoid expiration of the applicable statute of limitations, all disputes shall be referred to the senior executives of the Party for resolution. If the dispute is not resolved within twenty-one (21) days of receipt of the initiating Party's written notice, or if the senior executives fail to meet within fifteen (15) days of receipt of the initiating Party's notice, either Party may pursue any and all remedies available under this Agreement.

26.   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws provisions.

27.   Incorporation by Reference. The parties understand and agree that this Infrastructure as a Services Terms and Conditions Agreement is automatically incorporated by reference into and made a part of all Order Form Agreements, Carrier Services Attachments, and Work Orders, that the parties enter into in the future.

28.   General. (a) No waiver of or failure to act regarding any breach of this Agreement shall constitute a waiver of any other breach. (b) All notices shall be in writing and hand-delivered or sent by registered mail, overnight mail, courier, or transmitted by facsimile and confirmed by mailing to the addresses indicated in the Order Form, or at such other address as either Party may indicate by at least 10 days prior written notice to the other Party. All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by registered mail, 3 business days after posting, or (iii) if given by express courier service, the next business day. (c) If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Party. The validity of the remaining provisions of the Agreement shall not be affected. (d) All rights to the Materials conveyed to Customer under this Agreement shall pass to Customer immediately prior to the point of importation. Consequently, it shall be Customer's responsibility to comply with all export restrictions imposed by the U.S. government from time to time which apply to the Materials. Customer shall obtain and pay for all licenses and approvals required and any related charges, and shall indemnify, defend, and hold harmless Infradapt for any claim brought against Infradapt based upon Customer's export or re-export activities in relation to the Materials. (e) Except for payments due under this Agreement, neither Party shall be liable for a delay in the performance of its obligations and responsibilities under this Agreement due to causes beyond its reasonable control, including, but not limited to, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, provided that the delayed Party has taken reasonable measures to notify the other, in writing, of the delay. The time for completion of any obligation to which this provision applies shall be extended for a period equivalent to the delay. (f) Any purchase order or other document issued by Customer is for convenience only. Any preprinted or typed terms and conditions on any Customer purchase order or other document are null and void and shall not add to or modify the terms of this Agreement. (g) Subject to applicable law, no action, other than an action for nonpayment, arising out of or relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued, provided that neither Party shall be precluded from making a counterclaim or cross-claim in an action commenced by the other Party or by a third Party. (h) This Agreement constitutes the entire agreement between Infradapt and Customer, and supersedes all prior proposals, agreements, and other communications, written or oral, relating to the subject matter hereof. Customer hereby represents and acknowledges that in entering into this Agreement, it did not rely on any representations or warranties other than those expressly set forth in the Warranties Section of this Agreement. (i) Each of the parties to this Agreement is acting only as an independent contractor and assumes full responsibility for each of its employees and shall be solely responsible for the payment of compensation to its personnel. This Agreement does not constitute either party hereto as the agent or legal representative of the other party and does not create a partnership or joint venture between them. For the avoidance of doubt, the Agreement is non-exclusive. Infradapt may provide service to any person, including a competitor of Customer. (j) All captions and headers contained in this Agreement are for convenience only and shall not be deemed to be part of this Agreement. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder", "herein", "hereby", and similar terms refer to this Agreement. (k) No right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. (l) This Agreement may be amended or modified only by a written instrument signed by an authorized representative of Infradapt and Customer.

Definitions

"**Acceptance Test**" means the test or tests described in the Work Order that will be performed after Infradapt's installation of the Products to determine compliance with the Specifications in all material respects.

"**Carrier Services**" has the meaning as set forth in the Carrier Services Attachment.

"**Consumer Price Index (CPI)**" is defined as the Consumer Price Index – All Urban Consumers published by the Bureau of Labor Statistics ("BLS"), United States Department of Labor for the index base period 1982-1984=100, all US Items. If the CPI indeed is ever revised, then the revised CPI shall apply. If the BLS ever ceases to compile or publish the CPI, the CPI thereafter means such other index or price published by the U.S. Government as most nearly approximates the CPI now published. A CPI increase occurs when the CPI of the second full month before to the month of contract expiration is higher than the CPI of the twelfth month prior to that month. The percentage of this increase shall be the percentage increase in the CPI. For illustrative purposes only, if the initial contract term is July 15, 2010 through July 14, 2011, the month of contract expiration is July 14, 2011. The second full month before July 14, 2011 is May 2011. The twelfth month prior is May 2010. Therefore, if the CPI of May 2011 is higher than the CPI of May 2010, the percentage increase between May 2010 and May 2011 shall be the percentage increase in the CPI. The most recent CPI database can be found at http://data.bls.gov/cgi-bin/surveymost?cu

"**Covered Locations**" references a list of physical Customer sites covered under this Agreement as set forth in the Order Form.

"**Covered Product**" means a Product or Third-Party Product for which Infradapt undertakes to provide Maintenance Services pursuant to the terms and conditions of a Maintenance Services Agreement, the Infradapt Order Form, and all relevant attachments.   Typically, Infradapt sold the Product or Third Party Product to the Customer. Products that have been purchased directly by Customer from third parties are not typically considered "Covered Products" under Infradapt Maintenance plans, unless specifically identified on the Order Form.

"**Data Services**" means work performed by Infradapt that is related to Local Area Networks (LAN), Wide Area Networks (WAN), and Internet Networks. It includes professional services (including consulting services) pertaining to related equipment, practices and technologies, trouble-shooting of same. "Data Services" generally does not mean the installation of physical wiring (in wall, overhead, etc.), or extending telecom carrier points of demarcation, or mechanical work such as surface or location preparation for equipment installation, electrical wiring, adding electrical outlets, etc., unless expressly included in Infradapt's Work Order.

"**Documentation**" means all user manuals, handbooks, written reports and other written or on-line materials which are supplied by Infradapt or the Third Party manufacturer in connection with the operation of the Products.

"**Effective Date**" is the latest date upon which a Party signs this Agreement.

"**Hardware**" means equipment hardware, which may include computer programs represented by a pattern of bits contained in the hardware, and parts thereof manufactured and delivered by Infradapt under this Agreement, but does not include Licensed Products or Software installed or offered separately.

"**Hosting Services**" means Infradapt's offering of Customer applications and or services on Customer or Infradapt equipment and software in a facility oriented towards housing such equipment provided by or otherwise serviced by Infradapt.

"**Infradapt Competitor**" means any person or entity that directly or indirectly, provides, or is in the business of providing, any service that competes with, or may compete with, with Services provided by Infradapt.

"**Infradapt's Designated Trade Secrets**" means (a) Infradapt's unpublished margin and pricing data, (b) Infradapt's vendor pricing, terms and agreements, (c) Infradapt's audit and security reports including, without limitation all content of such reports and the "look and feel" of such reports, (d) Infradapt's server and network configuration designs, and (e) without limiting the generality of the foregoing, Infradapt's Methodology (as defined in Section 10).

"**Infrastructure as a Service (IaaS)**" or "**IaaS**" means an offer combining "Hosting Services", "IMS", "Data Services", "Voice Services", or a combination thereof, for a monthly fee, typically including the necessary desktop and network equipment and software, and maintenance of said items as part of the service plan.

 "**IMS**" means Infrastructure Management Services, which involves Infradapt's performance of management, maintenance, and other periodic professional services for Customer's voice or data network, or both. This may include a Service Level Agreement that defines both Infradapt's and the Customer's responsibilities and limitations of liability.

"**Licensed Product(s)**" means the Infradapt computer programs in machine-readable object code form only, that are created by Infradapt, identified in the Order Form for which licenses are granted by Infradapt under this Agreement.

"**Maintenance Services**" means (a) Infradapt's response to Customer regarding Reported Problems it is experiencing with Covered Products; (b) Infradapt analyzing and resolving Reported Problems; (c) Infradapt's application of fixes and workarounds that are supplied by third-party producers to avoid problems or to resolve Reported Problems with Third-Party Products that are covered by this Maintenance Addendum; (d) Infradapt's application of routine preventive maintenance measures as supplied by third-party producers under maintenance agreements said third-parties have with Customer as well as preventive maintenance actions deemed appropriate by Infradapt for Products; (e) general counsel, advice and problem resolution required by Customer to keep Covered Products in good working order.

"**Materials**" includes Licensed Product, Documentation, enhancements, revisions, updates, upgrades, drawings, modifications and derivative works thereto, custom programming, custom configuration, and all other items delivered by Infradapt under this Agreement, and all copyright, patent, and other intellectual property rights therein.

"**Normal Business Hours**" is defined as being between the hours of 8:00 AM and 6:00 PM Eastern Standard Time, Monday through Friday, excluding public holidays, unless otherwise noted in the Order Form.

"**Products**" means Licensed Products or Software and/or Hardware that is created or manufactured by Infradapt or Third Parties that are provided or resold to Customer by Infradapt.

"**Professional Services**" has the meaning set forth in the Professional Services Attachment.

"**Reported Problem**" means something that is reported in sufficient detail by the Customer as interfering with the normal operation of a Covered Product that Infradapt can reproduce in order to create and implement a fix so that normal use of the Covered Product can be restored within a reasonable period of time.

"**Specifications**" means Infradapt's or its vendor's technical specifications for particular Products or portions thereof furnished hereunder, as more fully described in a Work Order.

"**Service Commencement Date**" means the date that Customer is notified that the Service is available for use and or Infradapt provides Customer access information and passwords for use in connection with the Service, whichever comes first.

"**Services**" means Professional Services, Maintenance Services, IMS, Voice Services, Data Services and/or T&M Services, either collectively, individually or in any combination, as the case may be.

"**T&M Services**" means Infradapt's delivery of Data Services, Voice Services, or other Professional Services at a price that is based upon the time (usually in hours) and materials required to fulfill a Customer order, which includes but is not limited to Products, Third-Party Products, shipping, travel and lodging expenses.

 "**Third Party Products**" means, separately or collectively, as the case may be, (i) computer programs not owned by Infradapt but included in the Licensed Products; (ii) hardware not manufactured by Infradapt but furnished to Customer by Infradapt hereunder; (iii) internet providers, wireless carriers, telecom service providers and similar suppliers of product and services.

"**Voice Services**" means work by Infradapt that is related to Telephony equipment or technology and Telephony services, including but not limited to PBXs, gateways, Voicemail servers, carrier circuits, Voice over Internet Protocol (VoIP), Telephones, etc. "Voice Services" generally do not mean or include wiring (in wall, overhead, etc.), or extending telecom carrier demarks, or mechanical/ electrical work such as surface or location preparation for equipment installation like mounting plywood, testing electrical wiring, adding electrical outlets, etc., unless expressly included in Infradapt's Work Order.

"**Work Order**" means a written order substantially in the form of Exhibit 1, which is executed by both Parties.