

**SCHEDULE A**  
**TONAQUINT DATA CENTER ACCEPTABLE USE POLICY (“AUP”)**

Tonaquint Data Center, Inc. and its affiliates (collectively, “TDC”, “we” or “us”) have formulated this Acceptable Use Policy (“AUP”) in order to encourage the responsible use of our networks, systems, services, web sites and products (collectively, the “TDC Network and Services”) by our Customers and other users of the TDC Network and Services (collectively, “Users”), and to enable us to provide Users with secure, reliable and productive services. By using the TDC Network and Services, Users consent to be bound by the terms of this AUP. We reserve the right to modify this AUP in our discretion at any time. Such modifications will be effective when posted. Any use of the TDC Network and Services after such modification shall constitute acceptance of such modification.

**Suspension: Termination.** Any User that violates any element of this AUP may be subject to a suspension or termination of service, and if we deem it necessary, immediate suspension or termination of such User’s service without notice. We may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude repeat violations, and we shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from our exercise of our rights under this AUP.

**Prohibited Content**

**In General.** The TDC Network and Services must be used in a manner that is consistent with the intended purpose of the TDC Network and Services and may be used only for lawful purposes. Users shall not use the TDC Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the TDC Network and Services or other TDC Customers; or (c) that may expose us to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider’s AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider’s AUP.

**Inappropriate Content.** Users shall not use the TDC Network and Services to transmit, distribute or store material that is inappropriate, as we reasonably determine, or material that is illegal (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

**Intellectual Property.** Material accessible through the TDC Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the TDC Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a User uses a domain name in connection with any of the TDC Network and Services, the User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**Harmful Content.** Users shall not use the TDC Network and Services to transmit, distribute or store material that may be harmful to or interfere with the TDC Network and Services or any third party’s networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses.

**Fraudulent/Misleading Content.** Users shall not use the TDC Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**Email and Unsolicited Messages.** Users shall not use the TDC Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints (“spam”). Further, Users are prohibited from using the service of another provider to send spam or to promote a site hosted on or connected to the TDC Network and Services. In addition, Users shall not use the TDC Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, “mailbombing”, (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

**Responsibility for Content.** We take no responsibility for any material created or accessible on or through the TDC Network and Services. We are not obligated to monitor or exercise any editorial control over such material, but reserve the right to do so. If we become aware that any such material may violate this AUP and/or expose us to civil or criminal liability, we reserve the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. We further reserve the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that we deem responsible for the wrongdoing. Violations of this AUP may be reported by emailing [support@tonaquin.com](mailto:support@tonaquin.com)