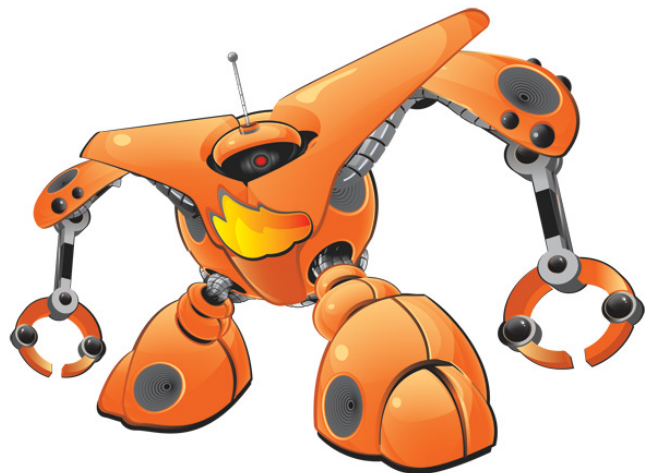


Emergency Provisioning Package

Ordering package to be used in situations requiring immediate DDoS protection.



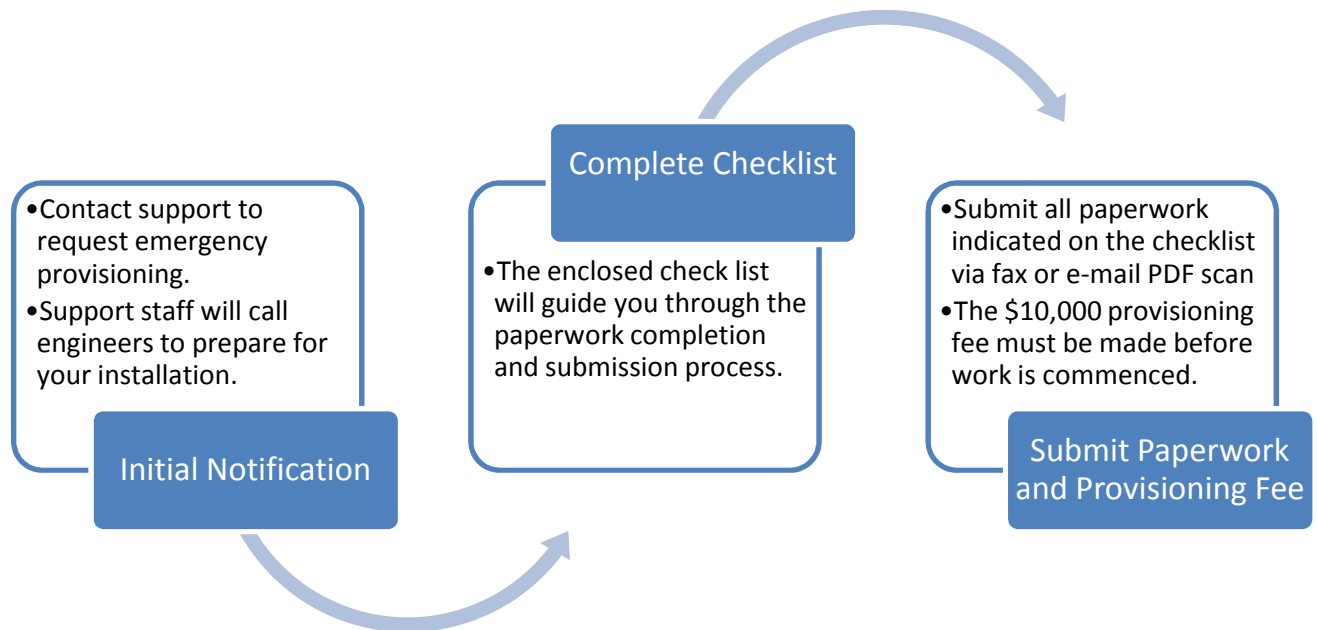
EMERGENCY PROVISIONING PACKAGE – DDOS PROTECTION SERVICES

SEE NEXT PAGE FOR PROVISIONING CHECKLIST AND EMERGENCY CONTACTS

Thank you for choosing Black Lotus for the emergency provisioning of your distributed denial of service (DDoS) protection or protected hosting service. Proper completion of this package ensures a prompt emergency response in dealing with your current attack contingency. In summary, this package will:

- Provision your choice of GRE tunnel, HTTP/HTTPS proxy, or any dedicated server available in Black Lotus' inventory.
- Dispatch NOC engineers to install the aforementioned service within an estimated 2 – 3 hour service window at any time 24/7/365 for a flat rate of US \$10,000.00.
 - This amount can be paid by bank wire, PayPal, WebMoney (WMZ), or Liberty Reserve and is due prior to provisioning.
- Commence a 12 month contract for monthly service starting at US \$5000.00 (final amount varies depending on usage in accordance with details in the Order Schedule).
 - This amount can be paid by bank wire, company check, PayPal, WebMoney (WMZ), Liberty Reserve, or major credit card (Visa, MasterCard, American Express, or Discover) within 72 hours.
- Money back guarantee with contract termination exception is offered on the monthly subscription service if notice is given within the first 72 hours of the effective protection date.

If your request is not an emergency you may be able to negotiate more preferable rates in exchange for a “peacetime” implementation better targeted to your needs. To do so contact sales at sales@blacklotus.net



BLACK LOTUS EMERGENCY PROVISIONING CHECKLIST

Completion of the provisioning check list will result in the proper execution of your emergency request. Please utilize this emergency contact matrix for any concerns that may arise:

Sales – sales@blacklotus.net, U.S. Toll Free: (800) 789-1977, International: +1.3236575944

Support – support@blacklotus.net

Toll Free Fax – (877) 840-7671

International Fax – +1.2084398125

Step 1 – Contact Support

Notify support by e-mailing support@blacklotus.net with a subject line of “EMERGENCY PROVISIONING – Acme, Inc.” where “Acme, Inc.” is your company’s name or internet domain name. This will automatically generate a ticket number that will be e-mailed back to you and should be used in referencing your emergency provisioning order. Use this number anytime you call and reply back to that ticket to document any requests relating to your order. The generating of this ticket will automatically page emergency engineers. If you do not receive a ticket number please call support for immediate assistance.

Step 2 – Sign Contract

Complete the below “CONTRACT AGREEMENT SHEET” filling in all blanks where appropriate, sign where indicated, and initial every page of the agreement to include “Exhibit 1 – Order Schedule,” “Exhibit 2 – Service Level Agreement,” and “Exhibit 3 – Terms and Conditions.”

Step 3 – Initiate Payment

Prior to installation the emergency provisioning fee of \$10,000.00 (and the monthly service package fee if not paying this by major credit card) must be paid via one of the following methods:

- **PayPal:** sales@blacklotus.net (Product type of “Service” must be indicated)
- **WebMoney (WMZ):** Z415922469789 (The IRC Company, Inc.)
- **Liberty Reserve:** U115396 (The IRC Company, Inc.)
- **Bank Wire:**

Bank: Wachovia Bank, N.A.

Bank Address: 2677 Virginia Beach Blvd, Virginia Beach, VA 23452, United States of America

International Routing (SWIFT): PNBPU33

U.S. Routing (ABA): 051400549

Customer: The IRC Company, Inc.

Customer Account: 2000035431286

Customer Address: 3419 Virginia Beach Blvd #D5, Virginia Beach, VA 23452, United States of America

To expedite verification of bank wire payments please send your bank receipt to support by replying to the ticket you opened in Step 1.

* Please note that if both the emergency provisioning fee and monthly service package fee are paid simultaneously via PayPal it may be necessary to submit two transactions due to the \$10,000.00 maximum imposed by PayPal.

Step 4 – Complete Credit Authorization

The credit authorization is only required if you will be paying for the monthly service package by major credit card. We accept Visa, MasterCard, American Express, and Discover. If you will not be paying the monthly service package by major credit card the first month cost should be submitted jointly with the emergency provisioning fee in Step 3.

This amount is a minimum of US \$5000.00 for the standard Mitigation Critical service but you may wish to authorize a higher amount in case of clean traffic overage or if you anticipate needing to increase the protection level on the fly without having to submit additional paperwork. Authorizing a higher amount will not automatically result in a charge of that amount unless corresponding monthly charges accrue to your account. Also, some customers wish to increase the scope of services purchased from Black Lotus such as additional proxies or additional dedicated servers and wish to avoid the paperwork delay.

Step 5 – Complete Questionnaire

There are a series of questions on a questionnaire necessary to expedite processing of your emergency installation request and to determine which type of service is desired. If Managed Dedicated Server is selected you will be given a choice of available servers listed at <http://www.blacklotus.net/hosting/dedicated>



**Step 6 –
Submit Documents**

Once all prior steps have been completed submit the prepared documents to Black Lotus via fax or e-mail to support in PDF or TIFF format. Make sure all paperwork is completely filled out and your initials are placed on each page to avoid delays. We will begin installation of your service immediately once received.



**Post Installation –
Performance Optimization**

Upon completion of service installation Black Lotus engineers will work with you and your team to optimize the performance of the filtering and proxy variables (if applicable). Engineers may recommend certain changes to back end web servers or changes to the web sites themselves in order to reduce the severity of malicious connection attempts. Measures will be put into place to reduce the frequency of false positives and fine tune filters to reduce attack leakage. This phase begins immediately after installation and both parties should remain in close contact until complete, generally the first 48 hours.

CREDIT AUTHORIZATION

Authorization. I hereby authorize The IRC Company, Inc. (d/b/a Black Lotus Communications) to charge the credit card specified below for services to be rendered until this authorization is formally cancelled in writing. Service level is offered best effort only unless a Service Level Agreement is offered. All transactions are governed by the Terms of Service published at <http://www.blacklotus.net> .

Billing Information.

Cardholder Name:

Cardholder Address:

City:

State/Province:

ZIP/Postal/Country:

Maximum One Time Charge:

Maximum Monthly Recurring Charge:

Card Data.

Circle One:

Visa

MasterCard

American Express

Discover

Credit Card Number:

Expiration Date:

Please attach the front of your card in this box.

Please attach the back of your card in this box.

Signature:

Date:

Please attach government issued photo
identification.

EMERGENCY PROVISIONING PACKAGE – QUESTIONNAIRE

In order to assist us in provisioning your new service please respond to the following questions:

1) Please circle the type of service you would like to request:

- **GRE Tunnel:**
 - **Description.** Intended for maximum reliability in filtering larger amounts of traffic and is highly suitable for companies wishing to keep their network clean of large bandwidth floods also requiring protection from other types of attack such as HTTP/HTTPS and zero day threats. Where necessary HTTP/HTTPS proxy service can be added to domains on the GRE.
 - **Requirements.** GRE service requires that the customer operate an autonomous network with it's own ASN and IP space assignment issued by a RIR such as ARIN, RIPE, APNIC, etc. At least one /24 must be available for routing to Black Lotus.

- **HTTP/HTTPS Proxy:**
 - **Description.** Proxy service is a fast and effective way to scrub HTTP and HTTPS traffic of difficult to detect "low and slow" attacks. It works by logging requests to the proxy server, transparently forwarding the requests to the backend web server, and then analyzing the logs to determine which connections are most likely in conjunction with attacks and blocking them from reaching the server. This service does not hold the same level of reliability as a GRE tunnel which should be considered where possible.
 - **Requirements.** Proxy service requires that Black Lotus have DNS control over the domains to be used on the proxy as well as any copies of SSL certificate and SSL keys associated with domains to be proxied.

- **Managed Dedicated Server:**
 - **Description.** Black Lotus offers fully managed dedicated servers running CentOS Linux, cPanel/WHM control panel, and Litespeed httpd completely DDoS protected at both the network and server levels. HTTP/HTTPS proxy service can be added to these measures where needed for additional traffic analysis. This service is recommended for small companies that do not own their own network but require DDoS resilient dedicated services.

2) Please list the name, telephone number, and Skype contact (if applicable) to the engineer or staff member at your company who we should contact to coordinate setup:

3) Please list any back end IP's and domains (HTTP/HTTPS proxy) or ASN and IP space assignments (GRE) that will be used with this service (if applicable):

4) If you have any SSL certificates/keys that you would like to use (HTTP/HTTPS proxy and dedicated server) please e-mail them in plain text to support@blacklotus.net or submit them in a secure ticket at <https://support.blacklotus.net> once billing has been provisioned (will delay setup time).



NETWORK PROTECTION/COLLOCATION SERVICES – CONTRACT AGREEMENT SHEET

By signing this agreement, Customer and Black Lotus agree to the provisions set forth in this document. The attached Order Schedule (Exhibit 1), Service Level Agreement (Exhibit 2), and Terms and Conditions (Exhibit 3) form this document and are meant to constitute the Network Protection/Collocation Service Agreement in its entirety.

Contractual Company Name	:	
Primary Domain (website) to be Protected	:	
Customer Billing Address (Street Address)	:	
Customer City and State (Province)	:	
Customer Postal Code	:	
Customer Country	:	
Customer Email Address (billing)	:	
Customer Phone Number(s)	:	
Customer Fax Number	:	
Industry	:	
Effective Protection Date	:	
<i>Note – unless otherwise noted – this date is the date that the contract is signed by Black Lotus and Customer</i>		
Customer Contact Name	:	
Title	:	

Customer Signature: _____

Name (printed): _____

Title: _____

Date: _____

Accepted by: *The IRC Company, Inc.* - BLACK LOTUS

Signature: _____

Name (printed): _____

Title: _____

Date: _____

EXHIBIT 1 – ORDER SCHEDULE

FOR BLACK LOTUS NETWORK PROTECTION

This order schedule forms part of the Black Lotus Network Protection Service Agreement and is not intended to constitute a separate agreement.

DESCRIPTION	PRICE (US \$)
Emergency provision service to include immediate notification of account executive, 24/7/365 paging of emergency response DDoS mitigation engineers, and same day installation (2 – 3 hour target).	\$ 10,000.00
TOTAL PROVISIONING FEES:	\$ 10,000.00

DESCRIPTION	PRICE (US \$)
2 Mbps Clean Bandwidth 95th% for Mitigation Critical service for collocated environment for up to 2000 Mbps and 500,000 packets per second attack traffic. 72 hour money back guarantee.	\$ 5000.00
Choice of GRE tunnel, HTTP/HTTPS proxy for one web site, or any available dedicated server.	No additional charge
TOTAL MONTHLY SERVICE PACKAGE FEES (RECURRING):	\$ 5000.00

MITIGATION SERVICE OVERAGE FEES		
	Clean Traffic Bandwidth Overages (per mbps 95 th % - billed monthly if used)	US \$500
	Additional Attack Capacity (per 1000 Mbps and 500,000 packets per second of additional capacity for one month – only if needed and upon request to the NOC)	US \$2000
	Additional HTTP/HTTPS web site tunnels (per month, upon request)	US \$500

TERMS - SUMMARY
Initial 12 month contract term.
Down-payment equal to provisioning fee required via bank wire, PayPal, WebMoney WMZ, or Liberty Reserve.
Monthly service package fees due within 72 hours, payable by aforementioned terms or major credit card.
All pricing provided within this SLA is valid for (30) days from date of issue.
Contract for monthly service package may be canceled with money back guarantee (applicable as indicated) if request submitted within 72 hours of effective protection date.

EXHIBIT 2

SERVICE LEVEL AGREEMENT (SLA)

FOR NETWORK PROTECTION/COLLOCATION SERVICE

This Service Level Agreement (“SLA”) forms part of the Black Lotus Network Protection/Collocation Service Agreement (the “Agreement”) and is not intended to constitute a separate agreement.

As part of the Network Protection Service, Black Lotus shall provide Customer capabilities of engaging Network Protection Services provided Protection Services included with this contract shall only be used by Customer to protect Internet traffic that is intended for Customer website(s) and is related directly to the Customer's business. All IP addresses and Domains protected are required to be disclosed to Black Lotus during provisioning, and are subject to Black Lotus approval. These Black Lotus Services offered may not be resold or granted to any third party without Black Lotus's written approval. Additionally - the Customer IP addresses subscribed to Black Lotus services must be tied to a valid ORG ID in the appropriate registry (ARIN, RIPE, APNIC, LACNIC, AFRINIC, etc). This ORG ID must reference a physical address matching the customer billing address.

REMEDY

A) Remedy – Service Outage

Provided Customer reports a Service Outage to Black Lotus immediately upon the occurrence of an event of interruption in Service that Customer believes is a Service Outage, but in any event no later than five (5) calendar days after the Service Outage began, Customer shall be entitled to receive a service credit in accordance with the following. Whether an interruption in Black Lotus Services constitutes a Service Outage shall be determined solely by Black Lotus in its sole good faith discretion supported by records, data and other evidence. If a Service Outage has taken place and Customer notifies Black Lotus as provided in this Section, Black Lotus shall provide a credit to Customer as follows:

- (a) if particular Service Outage occurred at least once with a duration of up to four (4) consecutive hours during a calendar month, Black Lotus will credit Customer's account for such month, the pro-rated charges for one (1) day's worth of Monthly Fees due in respect of the affected Network Protection Services;
- (b) if a particular Service Outage reported by Customer lasted for four (4) or more consecutive hours during any calendar month, Black Lotus, upon Customer's request, will credit Customer's account for such month for the pro-rated charges for two (2) days' worth of Monthly Fees payable in respect of the affected Network Protection Services.

In addition to Customer being entitled to the above credits:

- (a) in the event a Service Outage extends for ten (10) or more consecutive days, Customer shall have the right, for 30 days following the start of such Service Outage, to terminate the applicable Agreement;
- (b) in the event a Service Outage (each lasting at least 60 minutes) occurs on any 14 days in any 90 day period, Customer shall have the right, for 30 days following the 14th such day of such a Service Outage, to terminate the applicable Agreement.

The above provision sets forth Customer's sole and exclusive remedy for Service Outages and any other interruptions or failures of Network Protection Services.

B) Remedy – General

The foregoing service credits will not be available during the first 30 days following the commencement of a new service to which such service credits may apply.

To qualify for any credit in accordance with this SLA, Customer must currently receive the Network Protection Services directly from Black Lotus, must have an account that is current with payments and in good standing with Black Lotus, and must be able to confirm that all Prior Competing Mitigation Techniques, Fixes, and Gear are removed.

Black Lotus will not provide any credits to entities that have purchased or acquired Network Protection Services through a reseller, distributor, or indirectly through any other company. Credits shall only apply for Black Lotus Services provided pursuant to the Monthly Service Package Fee and/or Monthly Service Overage Fee, and will not apply to any other Service, including, without limitation, to any Black Lotus professional service or custom service. Customers with subscriptions for more than one Network Protection Service will not receive credits for unaffected Network Protection Services. The aggregate credits to be provided in any calendar month shall not exceed 25% of the Monthly Service Package Fee in respect of the affected service.

EXHIBIT 3

TERMS AND CONDITIONS

FOR NETWORK PROTECTION/COLLOCATION SERVICE

These Terms and Conditions form part of the Black Lotus Network Protection Service Agreement (the "Agreement") and are not intended to constitute a separate agreement.

1. Fees and Billing.

1.1 Service Charges. Customer agrees to pay the monthly charges for Services and any set up and other Charges indicated on the Service Order(s) or otherwise due hereunder (collectively, "Service Charges"). Service Charges do not include any applicable taxes, which may be billed to Customer in addition to the Service Charges. If a Service Order provides for deferred payment of set-up costs over time, Customer acknowledges that it is responsible for paying in full the remaining balance of such set-up costs in the event of any early termination of the Service Order or this Agreement for any reason whatsoever.

1.2 "Burst" Bandwidth. Billing for connectivity beyond the committed level ("burst" bandwidth) will follow the "95th percentile" rule: Usage samples will be collected and sorted from highest to lowest and the top 5% discarded. The next highest sample (the 95th percentile number) will then be used as the basis in computing the charge for the month for bandwidth beyond the committed level. See "Addendum: The IRC Company, Inc. Bandwidth Terms" for further details.

1.3 Billing and Payment Terms . Black Lotus will invoice Customer or charge Customer's provided credit card for the Black Lotus Services as set forth in the applicable Order Schedule (subject to any price increase permitted under this Agreement). Usage of the Black Lotus Services in excess of that provided for in the Service Package Fee shall be subject to the Service Overage Fees, as measured by Black Lotus.

Billing cycles are monthly. Unless otherwise stated in Exhibit 1 of this agreement, the initial billing for Provisioning Fees plus three months of Monthly Service Package Fees, (the first month service and deposit for months 11 and 12 of the contract) will begin on the Effective Protection Date. The second invoice will be a pro-rated invoice issued on the first calendar day of the month following the Effective Service Date. Subsequent invoices will be issued in the amount of the full monthly charge, and will be issued on the first day of the month. Invoices are due upon receipt. Service Overage Fee billing support documentation will be made available upon request.

The invoicing cycle will be monthly in advance for the Monthly Service Package Fees and monthly in arrears for any additional charges, including Service Overage Fees, which Customer may incur for use of the Black Lotus Services. Invoices are due upon receipt. Fees are non-refundable. Any billing disputes must be reported by Customer within 60 days of the date of disputed issue(s).

Beginning on the date of commencement of the Services, as set forth in the Service Order or otherwise documented, Customer will be billed monthly in advance for the contracted Services; except for specified one-time additional Services ordered by Customer and for "burst" bandwidth, which will be billed after the end of the month. All Service Charges and other fees will be due in U.S. dollars within fifteen (15) days of the date of invoice, or on such other terms as The IRC Company, Inc. may require if Customer has not met the criteria for an unsecured net-15-day line of credit. Late payments will accrue interest at a rate of one and one-half percent (1 ½%) per month or the highest rate allowed by applicable law, whichever is lower. If Customer fails to make payments when due and does not cure such failure pursuant to the terms hereof, The IRC Company, Inc. may require payment in advance of further Services.

2. Services. The Services will be provided to Customer on the terms set forth on the Service Order(s), subject to The provisions of this Agreement. Requests for additional Services may be made to The IRC Company, Inc.'s sales staff or by e-mail to sales@blacklotus.net and will be effective when accepted by The IRC Company, Inc. Such additional Services shall result in an increase in the Service Charges as set forth in the Service Order. For additional services outside the scope of this Agreement (including any Service Order), The IRC Company, Inc. must receive 72 hours advance notice before commencing such services, or may bill Customer a \$500.00 rush services charge.

3. Equipment.

3.1 Equipment Sales. If any Service Order includes the sale of equipment to Customer (including hardware, software, or other equipment), Customer agrees to pay the prices specified in the Service Order plus all applicable taxes, import and custom duties, and similar charges, upon the terms set forth herein. All risk of loss or damage to such equipment passes to Customer upon installation to Customer's data center space or such other point designated in the Service Order. Title passes to Customer when all outstanding balances due for such equipment are paid in full. In the event Customer defaults on its payment obligations hereunder, The IRC Company, Inc. may enter the premises wherein the equipment may be found and take possession and remove such equipment.

3.2 Supplied Equipment. Customer shall have no right or interest in any equipment supplied by The IRC Company, Inc. other than the right to use such equipment during the specified term while payments are current. Customer shall be liable to The IRC Company, Inc. for any damage to such equipment caused by Customer or Customer's representatives, agents or employees.

4. Warranty. The IRC Company, Inc. warrants that it will provide the Services at a professional level of quality conforming to generally accepted industry standards and in compliance with all applicable laws and regulations. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CUSTOMER'S USE OF THE SERVICES ARE AT CUSTOMER'S OWN RISK, AND The IRC Company, Inc. DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

5. Disclaimer of Third Party Actions and Control. The IRC Company, Inc. does not and cannot control the flow of data to or from The IRC Company, Inc. network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. It cannot be guaranteed that such situations will not occur and, accordingly, The IRC Company, Inc. disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to The IRC Company, Inc. Network or its operations, The IRC Company, Inc. shall have the right to suspend the Service. The IRC Company, Inc. shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to The IRC Company, Inc. Network or its operations.

6. Limitations of Liability.

6.1 Exclusions. In no event will The IRC Company, Inc. be liable for any incidental, punitive, indirect or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service (except as set forth in any applicable Service Level Agreement) or any other similar claims by Customer or related to Customer's business, even if The IRC Company, Inc. is advised of the possibility of such damages.

6.2 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, The IRC Company, Inc.'s maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount due to The IRC Company, Inc. from Customer hereunder for the first twelve (12) month period of the Agreement.

7. Indemnification.

7.1 Covered Claims. Each party (the "Indemnifying Party" for purposes of this Section) will indemnify, defend and hold harmless the other party (the "Indemnified Party"), its directors, officers, employees, and affiliates (collectively, the "Indemnified Entities") from and against any and all claims, actions or demands brought against any of the Indemnified Entities alleging: (a) infringement or misappropriation of any intellectual property rights by the Indemnifying Party except to the extent caused by the Indemnified Party; (b) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or

illegal conduct; (c) any property loss suffered by any other customer of The IRC Company, Inc. resulting from acts or omissions by the Indemnifying Party or its representative(s) or designees; or (d) any personal injury suffered by any representative, employee or agent of the Indemnified Party arising out of such individual's activities related to the Services except to the extent caused by the Indemnified Party's negligence or willful misconduct (collectively, the "Covered Claims").

7.2 Notice Procedure. The Indemnified Party will provide the Indemnifying Party with prompt written notice of each Covered Claim of which the Indemnified Party becomes aware. At the Indemnified Party's sole option, it may elect to participate in the defense and settlement of any Covered Claim, provided that such participation shall not relieve the Indemnifying Party of any of its obligations under this Section. The Indemnifying Party shall have the right to control the defense of any Covered Claim.

8. Term. This Agreement will commence on the Effective Date and will expire upon the expiration of all Service Order(s) hereunder, unless sooner terminated as provided herein. Each Service Order will have the term specified therein, and will automatically renew for additional one-year terms unless Customer notifies The IRC Company, Inc. in writing prior to the expiration of the then-current term that it has elected to terminate the Services under such Service Order at the end of such term.

9. Termination.

9.1 Nonpayment. In addition to its rights under Section 9.3 below, The IRC Company, Inc. may suspend service to Customer if Customer is in default of its payment obligations hereunder. Reinstatement of Services may involve costs, for which a reconnection fee may be required.

9.2 Bankruptcy. Either party may terminate this Agreement upon written notice to the other party if such other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

9.3 Breach. Except as otherwise stated, either party may terminate this Agreement if the other party breaches Any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

9.4 Effect of Termination. Upon expiration or termination of this Agreement: (a) The IRC Company, Inc. will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 9.3, all of Customer's payment obligations under this Agreement, including but not limited to the Service Charges through the end of the Term indicated on the Service Order(s) will become due in full immediately; and (c) The IRC Company, Inc. reserves the right to restrict Customer's physical access to its equipment in any facility of The IRC Company, Inc.'s and to hold such equipment securely until payment in full has been received or until such equipment is taken in full or partial satisfaction of any lien or judgment.

10. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

11. Miscellaneous Provisions.

11.1 Force Majeure. Other than with respect to failure to make payments due, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

11.2 Confidentiality. Each party agrees that all information furnished to it by the other party, or information of The other party to which it has access under this Agreement, shall be deemed the confidential and proprietary information (collectively referred to as "Confidential Information") of the Disclosing Party and shall remain the sole and exclusive property of the Disclosing Party (the party furnishing the Confidential Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each party shall treat the Confidential Information and the contents of this Agreement in a confidential manner, shall use such information

only to the extent necessary to perform its obligations hereunder, and, neither party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (iv) is independently developed by the Receiving Party; or (v) is required to be released by law or regulation, provided that the Receiving Party provide prompt written notice to the Disclosing Party of such impending release, and the Receiving Party cooperate fully with the Disclosing Party to minimize such release.

11.3 Marketing. Unless Customer at any time requests otherwise, The IRC Company, Inc. may refer to Customer by name and with logo in The IRC Company, Inc.'s marketing materials and website and, subject to Customer's review and approval, may promote Customer's business and use of the Services through a press release, advertising, and other marketing literature.

11.4 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by any government within whose jurisdiction Customer operates or does business.

11.5 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to an affiliate or a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

11.6 No Resale. Customer may not resell the Services. For purposes of this Section, the provisioning of webhosting on Customer's equipment and/or ISP service is not considered reselling the Services. Customer hereby indemnifies The IRC Company, Inc. against any harm or any claims arising out of acts or omissions of any customers of Customer or other third parties using Customer's equipment or service that is the subject of this Agreement.

11.7 Notices. Any required notice hereunder may be delivered personally or by courier, or mailed by registered Or certified mail, return receipt requested, postage prepaid, to either party at the name and address on the signature page of this Agreement, or at such other address as such party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered personally or by courier, or five (5) days after it is sent by mail. In addition, The IRC Company, Inc. shall have the right to send Customer notices, other than notices for default or termination, to Customer's email address as contained on The IRC Company, Inc.'s customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

11.8 Relationship of Parties. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

11.9 Changes Prior to Execution. Each party represents and warrants that any changes to this Agreement made by it were properly marked as changes and that it made no changes to the Agreement that were not properly identified as changes.

11.10 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of laws principles.

12. General. This Agreement, together with the Service Order(s) and Service Level Agreement(s) and Exhibit(s) (including the policies referred to therein) is the complete agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Should any provision of this Agreement be declared void or unenforceable, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of this Agreement will remain in full

force and effect. If a conflict arises between a party's pre-printed business form and this Agreement or between a Service Order and this Agreement, this Agreement will take precedence. By initialing each page, Customer agrees that it has reviewed and approved all material contained within the corresponding page.

Addendum: The IRC Company, Inc. Co-Location Terms

1. Use of Space. Customer may use The IRC Company, Inc. Co-location Space only for the purposes of maintaining and operating computer equipment as necessary to support links to The IRC Company, Inc. Network and from there to third parties.

2. Customer Equipment. Except as otherwise provided herein, Customer is responsible for all aspects of installation and removal of its equipment, including bringing appropriate related equipment, tools and packaging materials. Customer will install its equipment in The IRC Company, Inc. Co-location Space after obtaining the appropriate authorization from The IRC Company, Inc. to access the premises. Customer will remove all packaging for its equipment promptly after installation. Should Customer use an agent or other third party to deliver, install or remove its equipment, Customer will be solely responsible for the acts of such party. At Customer's option, The IRC Company, Inc. will remove and package Customer's equipment and place it in a designated area for pick-up, on the condition that Customer either provide or pay for all needed packaging plus pay The IRC Company, Inc.'s packaging fees and charges. Within five (5) days after authorization from The IRC Company, Inc., Customer will remove its equipment from the designated area or arrange on a pre-paid basis for a carrier to pick-up and ship such equipment to Customer. Within ten (10) days after any termination of the Services, Customer will remove all of its equipment and any other property from The IRC Company, Inc.'s premises and return to The IRC Company, Inc. Co-location Space in the same condition as it was prior to Customer installation. If Customer does not remove such property within the ten (10) day period, The IRC Company, Inc., at its option and at Customer expense, may remove and store any and all such property, return such equipment to the Customer, or dispose of such equipment without liability for any related damages. Notwithstanding the foregoing, The IRC Company, Inc. reserves the right to deny Customer the right to remove Customer equipment from the Co-location facility in the event Customer is not current in the payment of its obligations hereunder. Except as specifically provided herein, Customer expressly assumes all risk of loss to its equipment in The IRC Company, Inc. Co-location Space. Customer shall be liable to The IRC Company, Inc. for any damage to The IRC Company, Inc. Co-location Space or equipment of The IRC Company, Inc. or its other customers caused by Customer, Customer's equipment or Customer's representatives, agents or employees.

3. Security and Access Procedures. Customer may access The IRC Company, Inc. Co-location Space only in accordance with The IRC Company, Inc. Co-location Security and Access Procedures set forth at The IRC Company, Inc. website, as updated from time to time, subject to notice to Customer of any material changes. The IRC Company, Inc. reserves the right to suspend for good cause the right of any of Customer employees, agents or representatives to visit and/or access The IRC Company, Inc. Co-location Space and related premises, based on such employees', agents' or representatives' conduct. It is Customer's responsibility to ensure that Customer's access list is current and accurate. Customer shall be responsible for any unauthorized access to its equipment through the Internet and any resulting use of Service.

4. Cross Connects. Customer connections to anything inside the Co-location other than The IRC Company, Inc. Network is subject to approval by The IRC Company, Inc.. Customer connections may not be used to (i) provide services inside the Co-location facility that are competitive to the Internet services provided by The IRC Company, Inc. inside, or by connections to, the Co-location facility, or (ii) assist others to provide such services. Use of any such connections is subject to audit by The IRC Company, Inc., who reserves the right to suspend any connection found to be in violation of the foregoing. Customer is responsible for ordering, maintaining, terminating and paying for any approved cross-connects or other circuits provided to Customer.

5. No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of or tenancy or other interest in the Co-location Space or other The IRC Company, Inc. premises, any equipment or any other real or personal property.

6. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage; (ii) employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence; and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Customer also agrees that it will be solely responsible for ensuring that its agents (including

contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law and customary in Customer's and its agents' industries.

Addendum: The IRC Company, Inc. Bandwidth Terms

1. Acceptable Use; SPAM. Customer will at all times comply with and conform its use of the Service to The IRC Company, Inc. Acceptable Use Guidelines and The IRC Company, Inc. Anti-SPAM Policy set forth at The IRC Company, Inc. website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer violates The IRC Company, Inc. Acceptable Use Guidelines where The IRC Company, Inc. determines in its reasonable discretion that there is potential harm to its Network or business, The IRC Company, Inc. shall have the right to immediately suspend Service. In other cases of violation of The IRC Company, Inc. Acceptable Use Guidelines and The IRC Company, Inc. Anti-SPAM Policy, The IRC Company, Inc. will provide notice and opportunity to cure, to the extent The IRC Company, Inc. deems reasonably appropriate, depending on the nature of the violation, the availability of the Customer and whether or not there has been a repeat violation. The IRC Company, Inc., in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future.

2. Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use of The IRC Company, Inc.'s facilities or other networks accessed through The IRC Company, Inc. Network. If Customer fails to cooperate with any such investigation, The IRC Company, Inc. may suspend Customer's Service. Additionally, The IRC Company, Inc. may modify or suspend Customer's Service in the event of illegal use of The IRC Company, Inc. Network or as necessary to comply with any law or regulation, including the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by The IRC Company, Inc..

3. Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond The IRC Company, Inc. Network and/or through other public and private networks. The IRC Company, Inc. is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

4. Bandwidth Billing. The IRC Company, Inc.'s customers are billed based on the 95th percentile adjustment of their bandwidth usage. The minimum monthly rate is dependent on the amount of space required to co-locate your servers and is available by the shelf, rack or cage. The purchase of space includes a minimum level of bandwidth usage, i.e. ¼ rack includes 256kbps of 95th percentile bandwidth. Any bandwidth used above that is billed on a per kbs rate. On average, this method of calculating bandwidth results in you paying for only 70% of your peak bandwidth usage. 95th percentile pricing is based on a plotted graph of 5 minute averages taken over a monthly period. The busiest 5% of the five minute samples (equivalent to the busiest 37 hours of usage every month) are discarded. The next highest sample is used to calculate the customer's bandwidth charges. A detailed explanation of this 95th percentile billing can be described as follows.

4.1 Traffic to and from a customer's router is accumulated over a five minute period. The total amount of data transferred over this period is divided by 300 seconds to get a sample plot measured in bits per second, bps.

4.2 The total of the input and output sample rates are used for this plotting point.

4.3 Over a period of one month (i.e. 30 days) there are 8640 points plotted. The busiest 5% or 432 points are discarded, leaving you with 8208 points plotted. The largest of these points, measured in kbs, is used to calculate your bandwidth charge.

4.4 If your monthly billing program is based on 512kbs bandwidth and your busiest sample, after discarding the top 5% of the plotted points, is 540kbs, then you would be billed for an additional 28kbs for that month. Any month that has overages above the contractually committed transfer rate will be billed at 125% of the committed rate price.

Here is a sample of what the graph will look. The top 5% of the highest points would be taken out and the next highest peak would determine the bandwidth used for billing purposes. The 95th percentile billed usually equates to about twice the average daily throughput, +/- 15%.

CHANGES IN TERMS OF AGREEMENT

The IRC Company, Inc. reserves the right to make changes to the terms and conditions of this Agreement upon thirty (30) days notice to the Customer, advising of the change and the effective date thereof, but with changes in service fees being effective only at the end of any period for which the Customer has prepaid. Utilization of the service by the Customer following the effective date of such change shall constitute acceptance by the Customer of such change(s).

GOVERNING LAW

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

ENFORCEMENT OF AGREEMENT

In the event it is necessary for The IRC Company, Inc. to enforce its rights under this agreement, Customer agrees to pay all fees incurred by The IRC Company, Inc. (including, but not limited to, attorney's fees and collection agency fees)

AMENDMENT OR WAIVER

Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of Customer and an officer of The IRC Company, Inc.. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

ASSIGNMENT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of Customer, The IRC Company, Inc. and our respective successors, and assigns. Customer may not assign this Agreement without the prior written consent of The IRC Company, Inc., which consent will not be unreasonably withheld or delayed. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

NOTICES

All notices to Customer hereunder shall be given at the Billing Address provided on the signature page hereto. All notices to The IRC Company, Inc. hereunder shall be given to:

The IRC Company, Inc.
3419 Virginia Beach Blvd. #D5
Virginia Beach, VA 23452
Facsimile: 877.840.7671

Any notice hereunder shall be in writing and shall be given by registered, certified or Express mail, or reliable overnight courier addressed to the addresses in this Agreement, or by facsimile. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid.

ENTIRE AGREEMENT

This Agreement, and any other document or agreements specifically identified in this Agreement, supersedes all previous representations, understandings or agreements. This Agreement, and any other document or agreements specifically identified in this Agreement constitutes in whole the entire agreement between The IRC Company, Inc. and Customer. Any services or products, expressed or implied, that are not specifically included and outlined in this Agreement or the accompanying Service Order Form do not fall under the breadth of this Agreement and are in no way the responsibility of The IRC Company, Inc.. Any additions, subtractions, or modifications to this Agreement, in part or in full, must be agreed upon by both The IRC Company, Inc. and Customer with accompanying signatures to this effect on the appropriate document referenced by the Agreement.

SURVIVAL

The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.

ACCEPTANCE OF SERVICES

ACCEPTANCE OF THIS AGREEMENT BY THE IRC COMPANY, INC. MAY BE SUBJECT, IN THE IRC COMPANY INC'S ABSOLUTE DISCRETION, TO SATISFACTORY COMPLETION OF A CREDIT CHECK AND CONTINUED CREDIT WORTHINESS OF CUSTOMER. ACTIVATION OF SERVICE SHALL INDICATE THE IRC COMPANY INC'S ACCEPTANCE OF THIS AGREEMENT. USE OF THE IRC COMPANY, INC. NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT. CUSTOMER FURTHER REPRESENTS AND WARRANTS THAT CUSTOMER IS AT LEAST 18 YEARS OF AGE.