

Atjeu Hosting Data Center Policies

These Rules and Regulations cover:

- (1) Customer's (and its customers, agents and users) use of and access to Atjeu; facilities
- (2) Customer's (and its customers, agents and users) use of the Atjeu online services.
- (3) Atjeu' maintenance of the services it provides to its Customers.

ACCESS TO ATJEU DATA CENTER

Only those individuals identified in writing by Atjeu; customer (the "Customer") on the Customer Registration Form ("Representatives") may access the Atjeu Data Center. Customer shall deliver prior written notice to Atjeu of any changes to the Customer Registration Form and the list of Representatives. Customer and its Representatives shall not allow any unauthorized persons to have access to or enter any Atjeu Data Center.

Customer and its Representatives may only access that portion of the Data Center made available by Atjeu to Customer for the placement of Customer's equipment and use of the Internet Data Center Services (the "Customer Area"), unless otherwise approved and accompanied by an authorized Atjeu representative. The normal procedure is for an Atjeu technician to bring your server out to our lobby where the authorized representative will be able to work on the server. If the server is not able to be easily moved by our technician or you need to work on the server as it is hooked up to your other servers you may access the data center floor but only with an escort. If our technician on duty is not able to escort you to your server because they are busy with something another client, we will need to schedule to have another technician available who can escort you to Customer's server.

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INSURANCE

Atjeu Publishing LLC recommends that the client obtains their own insurance on the equipment collocated with Atjeu. Insurance for anything within the Atjeu building is provided by Atjeu and is limited. Atjeu does not insure collocated servers separately.

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APPROVED PICKUP/MAINTENANCE PEOPLE

I allow only the following people to pickup or have access to do maintenance on my equipment:

1. _____
2. _____
3. _____
4. _____

Client must present valid photo ID upon requesting access to data center to pickup equipment or to do scheduled Maintenance.

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SUPPORT

Normal reboots are free. If Atjeu is not too busy, involved reboots (fsck etc...) may be performed at no charge to client at Atjeu's discretion. Any emergency technical support, remote-hands, and hardware replacement will be billed at \$75 per hour plus retail price of hardware. Client is able to open SAM support tickets for other support issues but said support is at Atjeu's discretion. Normally Atjeu will extend this courtesy but Atjeu reserves the right to charge for extra support services and will inform the client prior to performing any support service if a charge is necessary.

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Equipment List

I am leaving the following equipment for collocation with Atjeu Publishing LLC located within the Atjeu Building at 1515 W Deer Valley rd, Building C103 Phoenix, Arizona 85027

Item Description **Serial Number**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

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USE OF ATJEU DATA CENTER FACILITY

Customer and its representatives agree to adhere to and abide by all security and safety measures established by Atjeu. Customer and its Representatives shall also not do or participate in any of the following:

- * misuse or abuse any Atjeu property or equipment or third party equipment
- * make any unauthorized use of or interfere with any property or equipment of any other Atjeu Customer
- * harass any individual, including Atjeu personnel and representatives of other Atjeu Customers
- * engage in any activity that is in violation of the law or aids or assists any criminal activity while on Atjeu property or in connection with the Internet Data Center Services.

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PROHIBITED ITEMS

Customer and its Representatives shall keep each Customer Area clean at all times. It is each Customer's responsibility to keep its area clean and free and clear of debris and refuse. Customer shall not, except as otherwise agreed to in writing by Atjeu:

- (1) Place any computer hardware or other equipment in the Customer Area that has not been identified in writing to Atjeu.
- (2) Store any paper products or other combustible materials of any kind in the Customer Area (other than equipment manuals).
- (3) Bring any Prohibited Materials (as defined below) into any Atjeu Data Center. "Prohibited Materials" shall include, but are not limited to, the following:

- * food and drink
- * tobacco products
- * explosives and weapons
- * hazardous materials
- * alcohol, illegal drugs and other intoxicants
- * electro-magnetic devices which could unreasonably interfere with computer and telecommunications equipment
- * radioactive materials
- * photographic or recording equipment of any kind (other than tape back-up/CD/DVD equipment)

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EQUIPMENT AND CONNECTIONS

Customer Equipment: Each piece of equipment installed in a Customer Area (the "Customer Equipment") must be clearly labeled with Customer's name (or code name provided in writing to Atjeu) and individual component identification. Each connection to and from a piece of Customer Equipment shall be clearly labeled with Customer's name (or code name provided in writing to Atjeu) and the starting and ending point of the connection. Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer must use its best efforts to provide Atjeu advanced notice prior to any time Customer intends to connect or disconnect any Customer Equipment or other equipment.

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SCHEDULED MAINTENANCE

Atjeu will conduct routine scheduled maintenance of its Atjeu Data Center and Internet Data Center Services according to the maintenance schedule posted on Atjeu' World Wide Web site. In the event a mission critical maintenance situation arises, Atjeu may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Customer's Equipment may be unable to transmit and receive data and the Customer may be unable to access the Customer Equipment. Customer agrees to cooperate with Atjeu during the scheduled and emergency maintenance periods.

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ONLINE CONDUCT

Customer Content: Customer acknowledges that Atjeu exercises no control whatsoever over the content of the information passing through Customer's site(s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations.

Prohibited Activities: Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site(s) and transmission capabilities, to do any of the following ("Prohibited Activities"):

- * send unsolicited commercial messages or communications in any form ("SPAM")
- * engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as a trade secret information in violation of a duty of confidentiality
- * engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law
- * send, post or host harassing, abusive, libelous or obscene materials or assist in any similar activities related thereto
- * intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and Internet protocol addresses
- * engage in any activities or actions intended to withhold or cloak Customer's or its Users; identity or contact information
- * use the Atjeu connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, web sites, chat rooms or the like
- * assist or permit any persons in engaging in any of the activities described above. If Customer becomes aware of any Prohibited Activities, Customer will use best efforts to remedy such Prohibited Activities immediately, including, if necessary, limiting or terminating User's access to Customer's online facilities

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THIRD PARTY COMPLAINT PROCESS.

Atjeu routinely receives (at Abuse@Atjeu.com) written complaints ("Complaints") from third parties regarding Prohibited Activities allegedly being conducted by a Customer or its Users. Due to the nature of Atjeu' business, in Atjeu' experience, most legitimate complaints and actual Prohibited Activity is conducted by Customers and users of Atjeu' Customers, not by Atjeu' Customers themselves. Atjeu requires its Customers to use policies similar to these Rules and Regulations and will work with its Customers to resolve violations. Atjeu will take the following actions to document and resolve each Complaint received by Atjeu related to a Customer or its Users.

First Complaint:

Upon receipt of the initial complaint from a third party regarding Prohibited Activity by a Customer or its User, Atjeu will send a letter (the "First Letter") to the complaining third party that describes Atjeu' policies related to the Prohibited Activity and lists the contact information for the Customer and encloses a copy of the original Complaint received by Atjeu. Atjeu also will deliver notice of the Complaint to the Customer by sending a copy of the same letter to the Customer via e-mail to its abuse address so that Customer can identify and remedy the Prohibited Activity. Atjeu' goal is to put the complainant directly in touch with the party in the best position to remedy the problem, Atjeu' Customer who has the relationship with the alleged violator.

Second Complaint: Upon receipt of a second complaint after the date of the First Letter related to the same or similar Prohibited Activity of the Customer described in the First Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, Atjeu will send a second letter (the "Second Letter") with a copy of the second complaint to the Customer and request that Customer respond in writing to Atjeu with an explanation and timeline of the actions to be taken by Customer to remedy Prohibited Activity. In the event that Customer does not respond to Atjeu' letter and remedy the Prohibited Activity within ten (10) business days, Atjeu will bill Customer in the following month \$500 to cover Atjeu' administrative costs associated with the Prohibited Activities of Customer.

Third Complaint: Upon receipt of a third complaint after the date of the Second Letter related to the same or similar Prohibited Activity of Customer described in the Second Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, Atjeu will send a third and final letter (the "Third Letter") with a copy of the third complaint to the Customer and request again that the Prohibited Activity cease immediately. In the event that the Prohibited Activity does not cease within five (5) business days, Atjeu will terminate or suspend its connectivity service to its Customer, and will only resume providing service when it receives adequate assurances that such activity will not continue. Atjeu will also bill its Customer \$5,000 to cover Atjeu administrative costs associated with the Prohibited Activities.

Suspension and Termination of Service: Atjeu reserves the right to suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its Representatives or its Users to comply with these Rules and Regulations.

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SUPPLEMENTAL SERVICES

Subject to the terms and conditions set forth in the Master Services between Atjeu and the Customer, Atjeu may, from time to time, provide Customer with certain limited services and equipment needed and requested by Customer on a "one-off" or emergency basis ("Supplemental Services") where such services are not included within the scope of the Services purchased by Customer. Customer will be charged for all Supplemental Services provided Customer. Atjeu has no obligation to determine the need for or provide Supplemental Services. All Supplemental Services are provided on an "as-is" basis and exclude warranties of any kind, whether express or implied.

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MODIFICATION OF RULES AND REGULATIONS

Atjeu may change these Rules and Regulations at any time at the sole discretion of Atjeu. At such time Atjeu does modify or change these rules and regulations the Customer will have fifteen (15) days to bring into compliance any equipment or services client has at Atjeu' Data Center; notice to Customer of modification or change shall be provided by posting such new Rules and Regulations on this site.

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ATJEU WEB LOGO USAGE AGREEMENT

Please note that you must obtain the prior written consent of Atjeu Corporation In order to use the Atjeu logo for any purpose. Please forward your written request, along with a detailed description of the intended use, to jeff@atjeu.com . Atjeu will respond to your written request via e-mail. After you have received the written consent of Atjeu to use the Atjeu logo, by using the Atjeu logo, you agree to the following terms and conditions.

- * The Atjeu logo may be used as a link to the Atjeu home page or to identify your company as an Atjeu client. You may not use it to link to other pages on your Web site or to link to any other third party Web sites.
- * You may not alter the Atjeu logo in any way, including size, proportion, color, element, type, etc. You may not animate, morph or in any other way distort its appearance.
- * The logo must appear as provided to you, it may not be combined with any other graphic element or used as an element in any other graphic design.
- * You may not use the Atjeu logo on any Web site that is in violation of any applicable laws or governmental regulations. Your use of the logo must be truthful and not misleading. You may not use the Atjeu logo to imply any relationship with, endorsement or sponsorship by Atjeu that is not true. You may not use the Atjeu logo in connection with any disparaging statements about Atjeu or its products, or statements that otherwise reflect poorly on Atjeu.
- * Atjeu reserves the right to approve or disapprove the use of the Atjeu logo on your Web page.
- * You acknowledge Atjeu' rights to this logo, and agree not to adopt, use, register or attempt to register anywhere in the world any logo or trademark confusingly similar to the Atjeu logo. You will acquire no rights in the logo through permission for use and shall take no action inconsistent with Atjeu' interest in the logo.
- * Atjeu reserves the right, at any time and without cause, to modify or suspend these policies and withdraw any permission granted under this agreement to use any Atjeu logo. Atjeu reserves the right to take action against any misuse or unfair, misleading, diluting or infringing use of Atjeu' trademarks or logos.
- * Unless required to use a more specific legend by any additional agreement you may have from Atjeu, you agree to use the following legend on the page where the Atjeu logo appears or where there are other legal notices: "The Atjeu logo is a trademark of Atjeu. and may be registered in certain jurisdictions.

I agree to the policies for the data center as set forth by Atjeu Publishing. LLC, and I agree to the additional Atjeu policies as set forth and on Atjeu's website:

Signature: _____

Date: _____