

TERMS OF SERVICE

ACE IP SOLUTIONS, LLC

Ace IP Solutions, LLC (“Ace”) has agreed to lease certain IP addresses to you under a separate order. These Terms of Service are an essential component of your lease and govern your right to use the IP addresses and any other IP addresses you may choose to lease from Ace (the “IPs”), so it is important that you read and understand them. When the term “Lease” is used in these Terms of Service, it refers to both the terms established at the time of your IP order and to these Terms of Service.

Addressing of IPs

Ace will address the IPs to the network of your choice, and your network will have the authorization to announce and route the IPs to your servers for use as authorized herein. We agree to cooperate with you and resolve any issues that may arise during this process, for example if your network or its upstream bandwidth providers require any additional documentation regarding authority and authorization to announce the IPs.

IP Ownership

All rights of ownership, title, and interest in and to the IPs shall at all times remain the exclusive and absolute property of Ace, subject only to your lease rights as expressly provided in the Lease. You may not assign any of your rights, or delegate any of your duties, without the express, written consent of Ace.

Lease Term & Termination

The term of your Lease commences on the effective date of your IP order and will continue on a month-to-month basis until cancelled by either you or by Ace upon no less than 30 days written notice to the other party.

Payment Due Date; Termination for Breach

All Lease payments for the IPs are due a month in advance on or before the 1st day of the month for which payment is made. If you are late on any payment, or if you breach any other provision of your Lease, Ace may immediately suspend and forcibly remove all IP routing of the IPs. In such an event, you will forego any and all routing decisions respecting all carriers.

If you desire to make a late payment, Ace will retain sole discretion whether to allow the late payment and continue the Lease or to immediately terminate the Lease and reclaim the IPs.

If any action is commenced by either you or Ace to enforce or interpret the terms of the Lease, the prevailing party will be entitled to recover reasonable attorney fees and costs, both before and after judgment.

Acceptable Use Policy

You agree to not use the IPs for any illegal or abusive purposes, including SPAM and SPAM email marketing, and will otherwise comply with Ace's Acceptable Use Policy.

Specifically, you agree (and this includes your employees, agents, or others with access through you to the IP space) that you will not:

- Use the IPs for any unlawful purpose, including without limitation: (i) intentionally or knowingly transmitting, receiving, or disseminating any obscene, pornographic, threatening, defamatory, or other unlawful information or information that infringes on legal rights of others, including intellectual property rights; (ii) intentionally or knowingly accessing accounts, servers, websites, data, hardware, or software not intended to be accessed by you; or (iii) engaging in any kind of fraudulent transaction or conduct.
- Intentionally or knowingly use the IPs to transmit, receive, or disseminate any information or material which could be expected to offend a reasonable person due to indecent, harassing, racially or ethnically discriminatory, violent or otherwise offensive content.
- Use the IPs
 - to engage in spamming or to transmit or disseminate unsolicited bulk messages, including advertisements, informational distributions, charitable or other solicitations;
 - to create a large or abnormal burden on any network, including, without limitation, using, uploading, posting, publishing, transmitting, modifying, reproducing, broadcasting, disseminating, or otherwise distributing or making available a virus or any other feature, program, or code which may be harmful or destructive or limiting or debilitating in any way;
 - to disrupt any backbone network nodes or network service, or otherwise restricting, inhibiting, disrupting or impeding the ability to monitor or deliver any goods or services, any transmission, or data;
 - hacking; or
 - interfering with computer networking or telecommunications service to or from any internet user, host, provider, or network, including, without limitation, denying service attacks, overloading a service, improperly seizing or abusing operator privileges or attempting to crash a host. You agree to pay for all costs, expenses, and damages that Ace may incur associated with any blacklist removal as a result of the use of the IPs by you or your customers.
- Use the IPs for any other purpose or in any other manner that causes any IP address under the Lease to be blocked from accessing any website or server.

“Spamming” as used in these Terms of Service is defined as the sending of any email message where the recipient has not granted verifiable, explicit, and still-revocable consent or permission for the message to be sent including without limitation (a) an email message where (i) the personal identity and context of the recipient are irrelevant because the email message may be equally applicable to a number of other potential recipients and (ii) the sender of the email does not have verifiable, explicit, and still-revocable consent or permission for the email message to be sent to the recipient; or (b) any email message which would be considered to be spam by The Spamhaus Project; or (c) any email message which would be treated as being in breach of any of the provisions of the United States’ Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, if applicable to the sender.

Acceptance of IPs in “AS-IS” Condition

You agree to accept the IPs in their **“As-Is”** condition; provided, however, that Ace represents that the IP’s are not subject to any blacklists or blocks at the major top-level domains.

Complaints & Blacklisting

If Ace receives any complaint regarding your use of any of the IP’s, Ace will immediately notify you, and you agree to take immediate action to investigate and remedy any such complaint. Your failure to remedy any violations of acceptable use within 24 hours will result in the immediate termination of the Lease and your loss of use of the IPs.

If any of the IPs become blacklisted as a result of your use, you agree to take immediate action to work with Ace to remove the blacklisting. If you fail to remedy a blacklisting within a reasonable time, the determination of which will be within Ace’s sole discretion, Ace may immediately terminate the Lease at Ace’s option, in which case any prepaid fees under the Lease are non-refundable. You will also be responsible for any out-of-pocket costs to Ace associated with your improper use of the IPs, in addition to any damages and costs to Ace caused by the improper use, including all reasonable attorney fees and costs.

Indemnification

You agree to indemnify, defend, save, and hold harmless Ace and Ace’s owners, officers, managers, employees, agents, and attorneys, from all liabilities, charges, expenses, and costs of any nature and kind that may result from your use of the IPs under the Lease, both during the term of the Lease and after the Lease has terminated. This provision will survive the termination of the Lease.

Changes to these Terms of Service

Ace may choose to modify these Terms of Service at any time, in which case Ace will notify you of the changes. Your continuation of the Lease, either beyond the initial three-

month period or beyond thirty days after the change, will confirm your agreement with and acceptance of the Terms of Service as modified.

Governing Law; Jurisdiction; Venue

Your Lease is governed by and interpreted under the laws of the state of Utah, and any legal action by either you or Ace in connection with the Lease must be commenced in a court of competent jurisdiction in Utah County, State of Utah. By agreeing to these Terms of Service, you submit to the personal jurisdiction of the state of Utah for all purposes pertaining to any legal process that may arise in connection with your Lease.

Entire Agreement

Your Lease is governed by the terms established during the placement of your order and by these Terms of Service, both of which constitute the entire agreement between you and Ace with respect to your Lease of the IPs and supersede all previous or contemporaneous communications, representations, understandings and agreements, either oral or written between you and Ace.

No Waiver; Binding Effect

No provision of your Lease will be deemed to have been waived by Ace unless such waiver is in writing signed by Ace and addressed to you, nor will any custom or practice which may evolve between you and Ace in the administration of the terms of your Lease be construed to waive or lessen Ace's right to insist on your strict performance in accordance with all Lease terms, including these Terms of Service. The terms and conditions contained in the Lease and these Terms of Service will apply to, inure to the benefit of, and be binding on you and Ace, and on our respective successors in interest.

Notices

Any notice authorized or required under the Lease must be given or served in writing at the addresses, including any email address, established during the initial placement of your IP order.

Arbitration

Prior to any court process, any controversy or claim arising out of or relating to your Lease shall first be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one, and the place of arbitration shall be in Utah County, State of Utah. Utah law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.