

Colocation Supplement – Section D

Please read this Colocation Agreement ("Agreement") carefully before signing, since by signing this Agreement, you consent to all of its terms and conditions. This Agreement is made by and between Hands on Server Support, Inc. d/b/a Touch Support, Inc. ("Colocation Center") and Customer. This Agreement is effective upon Touch Support's acceptance as indicated by its signature below on the Effective Date as indicated (the "Effective Date").

Thank you for choosing Touch Support, Inc. for your Colocation services. As used in this Agreement, the term "you" and "Customer" refers to the above-named corporation, partnership or other business entity that enters into this Agreement. The initial Order Form is attached to this Agreement as Section E. Touch Support and Customer may enter into subsequent Order Forms, which may supersede or complement prior Order Forms. As used in this Agreement, the term "Customer Equipment" refers to any and all computer equipment, software, networking hardware or other materials placed by or for Customer in the Colocation Space, other than Touch Support Equipment.

Touch Support will begin installation, initiation and service after it receives and accepts: (1) your Order Form; (2) a copy of this Agreement signed by your authorized representative and (3) payment of amounts due under Section 1.1 below, detailed on your Order Form.

1. Fees and Billing. Customer agrees to pay the Activation Charges, Monthly Fees and other fees indicated on the Order Form (collectively, referred to as "Service Fees").

1.1 Activation Charges. Colocation Center will bill Customer for all Installation Charges and first month's recurring Service Fee (as specified on the Order Form) on Touch Support's acceptance of this Agreement and the Order Form. Touch Support will not commence installation, initiation and Service unless and until it has received payment in full of all Activation Charges.

1.2 Recurring Service Fees. Colocation Center will begin billing for Recurring Service Fees on the date that is the earlier of (a) the Installation Date specified on the Order Form; or (b) the date that Customer places Customer Equipment in Colocation Center premises. If, however, Customer is unable to use the Services commencing on the Installation Date solely as a result of delays caused by Colocation Center (**this does not include delays caused by third party service providers**), then the Installation Date specified in the Order Forms shall be extended one day for each day of delay caused by Colocation Center. On or about the 15th day of each month, Colocation Center will bill Customer for services to be provided the following month. (Payment by major credit card three days prior to the 1st day of the month that service is provided is required if a business has not been in business for a minimum of three years.)

1.3 Taxes. All payments required by the Agreement are exclusive of applicable taxes and shipping charges. Customer will be liable for and will pay in full all such amounts (exclusive of income taxes payable by Colocation Center).

2. Colocation.

2.1 Installation. Colocation Center grants you the right to operate Customer Equipment at the Colocation Space, as defined on your Order Form. The Colocation Space is provided on an "AS-IS" basis, and you may use the Colocation Space only for the purposes of maintaining and operating Customer Equipment as necessary to support local access communications facilities and links to third parties. Customer will install Customer Equipment in the Colocation Space after obtaining the appropriate authorization from Colocation Center to access Colocation Center's Colocation Premises. Colocation Center's Premises include all Colocation Center owned or leased property including Customer's Colocation Space. Customer will remove and be solely responsible for all packaging of Customer Equipment.

2.2 Access. You will have access to the Colocation Space on a 24-hour basis. You may access the Colocation Space only in accordance with Colocation Center's Security and Access Policies, which is available online at <http://www.touchsupport.com/>. Customer is responsible for any and all actions of Customer representatives and any escorted persons. No unescorted persons may enter the Colocation space under any circumstances.

2.3 Removal of Customer Equipment. Customer will provide Colocation Center with written notification two (2) days before Customer removes a significant piece of Customer Equipment. (This provision does not apply to replacing a piece of equipment with a similar piece of equipment). Before authorizing the removal of any significant Customer Equipment, Colocation Center's accounting department will verify that Customer has no payments due to Colocation Center. Once Colocation Center authorizes removal of Customer Equipment, Customer will remove such Customer

Equipment during normal business hours, Monday through Friday unless special arrangements are made to remove such Customer Equipment at another time, and will be solely responsible to leave area in good operating condition at its own expense.

2.4 Colocation Center Staff Services. At the request of Customer, Colocation Center may assist Customer in performing light duties or correcting minor problems such as circuit problems and/or outages, which may include:

- a. Rebooting of equipment or pressing of reset or other readily accessible buttons or switches.
- b. Reconfiguration of non-restricted cables with push-on type connectors.
- c. Working cooperatively with Customer and/or third party provider to locate and correct circuit problems.
- d. Other tasks as specifically authorized by Customer.

Customer shall pay Colocation Center a fee of \$125.00 per hour for a minimum of one (1) hour for each occurrence in which assistance is required during normal business hours (8:30 AM to 5:00 PM Eastern time, Monday through Friday, excluding holidays). A fee of \$150.00 per hour and a minimum of one (1) hour for each occurrence will apply to non-business hours and holidays.

2.5 Relocation of Customer Equipment. Colocation Center shall not arbitrarily or capriciously require Customer to relocate Customer Equipment; however, upon ninety (90) days written notice or, in the event of any emergency, Colocation Center may require Customer to relocate Customer Equipment; provided however, the site of relocation shall afford comparable environmental conditions for the Customer Equipment and comparable accessibility to the Customer Equipment. In the event that Colocation Center requires Customer to relocate Customer Equipment, all costs shall be borne by Colocation Center.

3. Security. Colocation Center does not guarantee security of Customer Equipment or of the Colocation Space. Colocation Center requires that you and your employees comply with all Colocation Security Procedures as defined in Colocation Center's Security and Access Policy (which is available online at <http://www.touchsupport.com/>) in order to maximize the security of the Colocation Center premises. Only individuals whom you have identified as "Customer Representatives" (and persons escorted by Customer Representatives) listed on the Order Form will be permitted to enter the Colocation Space. Only Customer Representatives will be permitted to request Services on your behalf or to request any support services with respect to Customer Equipment. For good cause, Colocation Center may suspend the right of any Customer Representative or other person to visit the Colocation Center premises and/or the Colocation Space. Colocation Center will assist in security breach detection and identification, but shall not be liable for any inability, failure or mistake in doing so.

4. Colocation service includes backbone bandwidth. Customer is responsible for ordering any other Internet, local and long-distance lines they may require from carriers and for ordering any and all necessary cross-connects from Colocation Center. Colocation Center's Installation and Recurring Service Fees for such cross-connects shall be included on the Order Form. **The carriers will install such circuits in Customer's name. Customer will be solely responsible for such circuits and for all payments due to the carriers. Customer will notify Colocation Center and the carrier directly when Customer wishes to terminate or modify such circuit.** Customer understands Colocation Center does not own or control these services and that Colocation Center is not responsible or liable for performance (or non-performance) of such services.

5. Resale. Should Customer resell any portion of the Service to any other party, Customer assumes all liabilities arising out of or related to such third party sites and communication. Customer agrees to enter into written agreements with any and all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and as protective of Colocation Center's rights as the terms and conditions of this Agreement, including without limitation, Sections 2.3,3,4,6,7,8,9, and 10.

6. Acceptable Use Guidelines. Customer must at all times conform its use of and comply with all state and federal laws with respect to its operations in the Colocation Space. If Colocation Center is informed by government authorities or other parties of illegal use of Colocation Center's facilities or Colocation Center otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Colocation Center or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in Breach (defined below) of this Agreement and Colocation Center may immediately suspend Customer's Service.

7. Insurance. Customer will keep in full force and effect during the term of this Agreement: (i) business loss and interruption insurance in an amount not less than that necessary to compensate Customer and its customers for complete failure of Service; (ii) comprehensive generally liability insurance; (iii) employer's liability insurance; and (iv) worker's compensation insurance. Customer agrees that Customer and its agents and representative shall not pursue any claims against Colocation Center for any liability Colocation Center may have under or relating to this Agreement unless and until Customer or Customer's employee, as applicable, first makes claims against Customer's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims. Customer should try to name Colocation Center as an additional insured on all general liability insurance.

8. Limitations of Liability.

8.1 Personal Injury. Each Customer Representative and any other persons visiting Colocation Center facilities does so at his or her own risk and Colocation Center shall not be liable for any harm to such persons resulting from any cause other than Colocation Center's gross negligence or willful misconduct resulting in personal injury to such persons during such a visit.

8.2 Damage to Customer Business. In no event shall Colocation Center be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer's business, Customer's customers or clients, Customer Representative's activities at Colocation Center or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or service, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8.3 Damage to Customer Equipment. Colocation Center assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than Colocation Center's gross negligence or willful misconduct. In no event will Colocation Center be liable to Customer, any Customer Representative, or any third party for any claims arising out of or related to Customer Equipment of any lost revenue, lost profits, replacement good, loss of technology, rights or services incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Customer Equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. Defense of Third Party Claims and Indemnification.

9.1 Defense. Customer will defend Colocation Center, its director, officer, employees, affiliate and customers (collectively, the "Covered Entities") from and against any and all claims, actions or demand brought by or against Colocation Center and/or any of the Covered Entities alleging: (a) with respect to the Customer's business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive harassing or illegal conduct or violation of the Acceptable Use Guidelines or Anti-Spam Policy (which is available online at <http://www.touchsupport.com/>); (b) any damage or destruction to the Colocation Space Colocation Center premises, Colocation Center Equipment or to any other Colocation Center customer which damage is caused by or otherwise results from acts or omissions by Customer, Customer representative or Customer's designees; (c) any personal injury or property damage to any Customer employee, Customer Representative or other Customer designee arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by Colocation Center's gross negligence or misconduct; or (d) any other damage arising from the Customer Equipment or Customer's business (collectively, the "Covered Claims"). In the event of any claim under this paragraph, Colocation Center may select its own counsel.

9.2 Indemnification. Customer hereby agrees to indemnify Colocation Center and each Covered Entity from and against all damages, costs, and fees awarded in favor of third parties in each Covered Claim, and Customer will indemnify and hold harmless Colocation Center and each Covered Entity from and against all claims, demand, liabilities, losses, damages, expenses and costs (including reasonable attorney fees) (collectively, "Losses") suffered by Colocation Center and each Covered Entity which Losses result from or arise out of a Covered Claim.

9.3 Notification. Customer will provide Colocation Center with prompt written notice of each Covered Claim of which Customer becomes aware, and, at Colocation Center's sole option, Colocation Center may elect to participate in the defense and settlement of a Covered Claim, provided that such participation shall not relieve Customer of any of its obligation under this Section.

10. Reliance on Disclaimer, Liability Limitations and Indemnification Obligations. Customer acknowledges that Colocation Center has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

11. Conditions of Breach. Breach of this Agreement will occur if either party does not fulfill its obligations under this Agreement and such Breach is not cured within fifteen (15) days of written notice by the other party. Specifically relating to payment of Recurring Service Fees, the Customer will be in Breach of this Agreement if Customer has not paid its invoice within thirty (30) days of the invoice due.

12. Remedies for Breach. If Customer is in Breach of this Agreement, Colocation Center may (a) discontinue all Services to Customer; (b) disconnect Customer from its Internet, power and telecommunications services; (c) remove Customer Equipment from Colocation Space and place it in storage at Customer's expense; and (d) **order Customer to pay any and all amounts due to the date that the Customer Equipment was removed and order Customer to buy out the remaining term of the Agreement** as specified in the Order Form ("Early Termination"). If Colocation Center is in Breach of the Agreement, Customer has the right to withhold recurring Service Fees for the time period from which the Breach occurred to the date that the Breach was cured.

13. Early Termination. If Customer wishes to terminate this Agreement prior to the date specified on the Order Form, it may elect an Early Termination. If the Customer is in Breach of this Agreement, Colocation Center may order the Customer to purchase an Early Termination. The amount due in an Early Termination shall be equal to 50% of the amount due from the date of termination to the expiration date of the current term of this agreement.

14. Miscellaneous Provisions.

14.1 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, terrorism, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

14.2 No Lease. This Agreement is a service agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Customer acknowledges and agrees that Customer has not been granted any real property interest in the Colocation Space or other Colocation Center premises, and Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances.

14.3 Marketing. Colocation Center reserves the right to include Customer in a list of Colocation Center Customers during the term that Customer uses Colocation Center's Colocation services.

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

14.5 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 that should not be unreasonably withheld, except to 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.

14.6 Notices. Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by Express, registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party first indicated above, or at such other address as either 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, or five (5) days after mailed or sent, whichever is earlier.

14.7 Relationship of Parties. Colocation Center and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Colocation

Center and Customer. Neither Colocation Center nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

14.8 Choice of Law and Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration under one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

14.9 Changes Prior to Execution. Customer represent and warrants that it made no changes to this Agreement prior to providing this Agreement to Colocation Center for its acceptance and execution, and that Colocation Center alone incorporated any and all changes negotiated between, and accepted by, Customer and Colocation Center into this Agreement or into an addendum executed by both parties.

14.10 Entire Agreement. This Agreement, together with the Order Form and Colocation Center policies referred to in this Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears above is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. If a conflict arises between Customer's purchase order terms and this Agreement, this Agreement shall take precedence. In the case of international, federal, state or local provisions to the contrary on the face of this purchase order, attachments to this purchase order, or on the reverse side of this purchase order, this purchase order is being used for administrative purposes only, and this purchase order is placed under the subject solely to the terms and conditions of this Agreement executed between Customer and Colocation Center.