

DUBLINK 100GB NETWORK
TERMS OF USE AND SERVICE LEVEL AGREEMENT
Effective Date: April 1, 2016

1. Introduction. These terms of use ("Terms of Use") govern the use of all websites (the "Sites"), systems, internet connectivity and other related services (the "Services") exclusively hosted or provisioned by Metro Data Center, LLC, and owned by the City of Dublin, Ohio: collectively the ("DUBLINK 100GB NETWORK"). As used herein, "You" and "Your" refers to any individual, company or legal entity that accesses or otherwise uses the Sites or the Services.
2. Acceptance. Your access and/or use of the Sites and the Services signify that You agree to be bound by these Terms of Use. If You do not agree with these Terms of Use, You should immediately cease use of the Sites and the Services and cease use of all information and materials You obtained through the Sites and/or the Services.
3. Modifications. DUBLINK 100GB NETWORK may amend these Terms of Use at any time upon notice to You. Your continued use of the Sites and/or the Services constitutes Your assent to such amended terms and Your agreement to be bound thereby.
4. Access to the Sites and Services.
 - 4.1. Physical Connection To Sites. You are responsible, at Your cost and expense, for providing all equipment necessary to access the internet, the Sites and the Services. Requirements for access to the Sites and Services are available from DUBLINK 100GB NETWORK. A SITE is defined as the business network or EDGE DEVICE located within your building. This EDGE DEVICE is connected to the DUBLINK 100GB CORE NETWORK, located at METRO DATA CENTER, 565 Metro Place South Suite 300, Dublin Ohio 43017.
 - 4.2. Site Availability. DUBLINK 100GB NETWORK may make the Sites and Services unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of the control of DUBLINK 100GB NETWORK, access to the Sites and/or Services may be interrupted or suspended from time to time. YOU AGREE THAT DUBLINK 100GB NETWORK SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH INTERRUPTION OR SUSPENSION OF THE SITES OR SERVICES.
 - 4.2.1.1. This service level shall only apply to Clients that have provided a dual distribution path to the DUBLINK 100GB NETWORK provider network, which includes dual and fully-redundant Network Interface Cards accessible to multiple ISP providers' networks within Metro Data Center. Availability of the DUBLINK 100GB NETWORK for Client's use will be 24 hours per day, 7 days per week and 365 days per year excluding Maintenance Windows (as defined below), downtime caused by a Force Majeure Event and any other mutually agreed upon downtime.

4.2.1.2. For purposes of the DUBLINK 100GB NETWORK availability service level, "Maintenance Window" shall mean the period between 12:01 AM and 6:00 AM, Eastern Time (as adjusted for daylight savings time). During this period DUBLINK 100GB NETWORK may, with notice to Client, make the DUBLINK 100GB NETWORK unavailable to Client for the purpose of performing maintenance, repairs, upgrades and/or any other activity that DUBLINK 100GB NETWORK deems appropriate, in its sole discretion.

4.3. For purposes of the DUBLINK 100GB NETWORK Availability service level, the measurement window ("Measurement Window") shall mean a calendar month, expressed in minutes, excluding Maintenance Windows, Force Majeure Events and other mutually agreed upon down time. "DUBLINK 100GB NETWORK Availability" shall mean the actual time, expressed as a percentage, that the DUBLINK 100GB NETWORK can be accessed by Client during the Measurement Window. DUBLINK 100GB NETWORK Availability shall exclude any amount of downtime caused by a Force Majeure and any other mutually agreed upon downtime.

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| Network Availability | 99.999% minimum/month |
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5. Appropriate Activities.

5.1. Applicable Laws. You agree to comply with all applicable local, state, federal, and international laws, statutes, rules and regulations relating to Your use of the Sites and the Services.

5.2. Malicious Intent. You agree not to tamper with the software or functionality of the Sites and Services and not to introduce any material into the Sites or the Services that contains any viruses, pornographic or otherwise objectionable content, time bombs, trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information, or any material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive or otherwise objectionable. You may not take any action which imposes an unreasonable or disproportionately large load on DUBLINK 100GB NETWORK's infrastructure, including, but not limited to, hacking, file sharing, "spam" e-mail or other such unsolicited mass e-mailing techniques. You are responsible for taking all reasonable precautions necessary to ensure the security and integrity of Your system. DUBLINK 100GB NETWORK reserves the right, in its sole discretion, to suspend or terminate Your use of the Sites or Services in the event of Your breach of this Section 5.2.

5.3. Information; Privacy. You shall not take any action, or omit to take any reasonable action, which would constitute an invasion of privacy of any other user of the Sites or Services in any applicable jurisdiction. Use or distribution of tools designed for compromising privacy or security is strictly prohibited.

5.4. Restrictions on Use. You shall not and shall not permit others, including Your employees and agents, to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any Sites and Services.

- 6.** Information on the Sites.
 - 6.1.** Information Provided by DUBLINK 100GB NETWORK. DUBLINK 100GB NETWORK makes no warranties as to the accuracy of content posted on the Sites or provided through the Services. It is up to You to take precautions to ensure that information and content You download, is transmitted by DUBLINK 100GB NETWORK to You, or that You otherwise select for use is free of viruses and other destructive items and complies with all applicable laws and regulations.
 - 6.2.** Links. The Sites may contain links to third party websites not under the control or operation of DUBLINK 100GB NETWORK. Such links are provided only as a convenience and DUBLINK 100GB NETWORK does not endorse and is not responsible for the contents or any linked site or any link contained in a linked site. DUBLINK 100GB NETWORK reserves the right to revoke its consent to any link at any time in its sole discretion.
- 7.** Security. You acknowledge that DUBLINK 100GB NETWORK cannot guarantee that the Sites, Services or information transmitted by You to the Sites will be protected against actions beyond its reasonable control.
 - 7.1.** Intellectual Property and Privacy. All data and materials developed or provided by DUBLINK 100GB NETWORK in connection with the operation of the Sites, including, without limitation, all proprietary rights inherent therein or appurtenant thereto, shall be the exclusive property of DUBLINK 100GB NETWORK and may not be used by You without DUBLINK 100GB NETWORK's express written consent. You hereby grant to DUBLINK 100GB NETWORK a non-exclusive, worldwide, transferable, perpetual, irrevocable and royalty-free license to use, display, publish and distribute, in connection with operating and promoting the Sites and/or Services, in any media now known or hereafter developed, all information and materials collected from You or provided by You.
- 8.** Termination. Your access may be terminated at any time and for any reason or for no reason by DUBLINK 100GB NETWORK. You shall have no recourse and DUBLINK 100GB NETWORK shall have no liability with respect to any such termination. All provisions of these Terms of Use relating to warranties, confidentiality obligations, proprietary rights, limitation of liability and indemnification obligations shall survive the termination or expiration hereof.
- 9.** Relationship of the Parties. You and DUBLINK 100GB NETWORK are independent contractors, and no agency, partnership, joint venture, employer-employee or other similar relationship is intended or created by Your use of the Sites.
- 10.** Applicable Law. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of laws provisions.
- 11.** Disclaimer of Warranty. YOU ACKNOWLEDGE AND AGREE THAT DUBLINK 100GB NETWORK PROVIDES THE SITES AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OR CONDITION, EXPRESS OR IMPLIED. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SITES IS AT YOUR SOLE RISK. DUBLINK 100GB NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (I) MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) NON-INFRINGEMENT, AND THAT SERVICES OR ACCESS TO THE SITES WILL BE CONTINUOUS, UNINTERRUPTED AND/OR ERROR-FREE.

- 12.** Limitation of Liability. DUBLINK 100GB NETWORK SHALL HAVE NO LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS BY USERS OF THE SITES OR THIRD PARTIES AND OUTAGES OR NON-AVAILABILITY OF THE SITES OR ANY OF THE SERVICES. YOU AGREE THAT NEITHER DUBLINK 100GB NETWORK, NOR ANY OFFICER, AFFILIATE, DIRECTOR, EQUITY HOLDER, AGENT OR EMPLOYEE OF DUBLINK 100GB NETWORK WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOST PROFITS.
- 13.** Indemnification. You shall indemnify, defend, and hold harmless Metro Data Center, LLC and the City of Dublin, its officers, affiliates, directors, equity holders, agents and employees with respect to any claim, demand, cause of action, debt, judgment or liability, including reasonable attorneys' fees, to the extent that it is based upon a claim that: (i) arises out of or in relation to Your use of the Sites and/or the Services and is not caused by the negligence or conduct of DUBLINK 100GB NETWORK; (ii) if true, would constitute a breach of any of Your representations, warranties or agreements hereunder; or (iii) arises out of Your gross negligence, willful misconduct, or abandonment. DUBLINK 100GB NETWORK may, at its discretion and at its own expense, assist in the investigation, defense or negotiation of any indemnified claim through counsel selected by DUBLINK 100GB NETWORK. Any settlement intended to bind DUBLINK 100GB NETWORK shall not be valid or binding on DUBLINK 100GB NETWORK without DUBLINK 100GB NETWORK's prior written consent.
- 14.** Jurisdiction Issues. DUBLINK 100GB NETWORK makes no representations that the Sites and Services are appropriate for use in all locations, or that transactions, products or services discussed are available or appropriate for sale or use in all jurisdictions. Those who access the Sites and/or use the Services do so on their own initiative, and are responsible for compliance with applicable local laws and regulations.
- 15.** Miscellaneous.

 - 15.1.** Headings. The headings used in these Terms of Use are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation thereof.
 - 15.2.** No Waiver. A party's failure to insist upon or enforce strict performance of any provision of the Terms of Use shall not be construed as a waiver of such provision or right.
 - 15.3.** Severability. If any provision of these Terms of Use is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of these Terms of Use, which shall remain in full force and effect.
 - 15.4.** Use of Name. You may not publicly use DUBLINK 100GB NETWORK's name, trademarks or logos without DUBLINK 100GB NETWORK's prior written consent.
 - 15.5.** Questions. Questions regarding these Terms of Use should be directed to the following address: Metro Data Center LLC, 565 Metro Place South, Suite 300, Dublin, OH 43017.
 - 15.6.** Entire Agreement. These Terms of Use constitute the entire agreement and understanding between the parties with respect to the subject matter contained therein and supersedes and replaces any and all verbal agreements.