

## **Acceptable Use Policy**

### **Purpose and Scope**

Sequestered Solutions Alaska, LLC. ("Sequestered Solutions"), maintains this Acceptable Use Policy (this "AUP") to prescribe rules with which our customers must comply as a condition of continuing to receive our products and services (collectively, the "Services"). Sequestered Solutions reserves the right to initiate legal action against, to terminate any and all Services being provided to, and to otherwise take action against any person who violates one or more provisions of this AUP.

This AUP is intended to provide a general overview of Sequestered Solutions' policies regarding the acceptable use of its Services and the rights and obligations of its customers (each, a "Customer") and each of the Customer's agents, employees, customers, contractors, and representatives who use or receive Services directly or indirectly from Sequestered Solutions (each, a "User"). This AUP supplements each contract between Sequestered Solutions and a Customer and is incorporated by reference into each Customer contract. This AUP applies to each User and Customer.

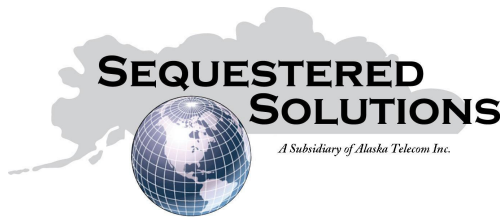
Sequestered Solutions may modify this AUP at any time. A Customer must modify its use of the Services as necessary to comply with each modified AUP. When this AUP is modified, the updated policy will be posted on the Sequestered Solutions' Web site at <http://www.ncdc.com/aup.htm>. By using the Services, a Customer automatically accepts the AUP currently in effect at the time of each use.

The purpose of this AUP is to protect Sequestered Solutions' Users, Customers, and Services and to protect the Internet community as a whole from illegal, irresponsible, or otherwise disruptive activities. As a Sequestered Solutions Customer, you agree to abide by this AUP and to use common sense and good judgment in connection with your use of Sequestered Solutions' Services.

### **AUP Violations**

Violation of any section of this AUP is prohibited and may result in penalties, including without limitation, the immediate restriction, suspension, or termination of all or some Services from Sequestered Solutions. Although this AUP specifically lists several prohibited uses, other unspecified activities also might violate this AUP if found to be illegal or irresponsible or if they are deemed by Sequestered Solutions to be disruptive to the Internet or to the Services provided by Sequestered Solutions.

Each Customer is solely liable and responsible for its use of the Services and for any and all Content (defined below) that the Customer posts, stores, collects, displays, uploads, transmits, downloads, disseminates, advertises, or otherwise makes available through the use of the Services. If a Customer makes available the Services to a User who has not contracted directly with Sequestered Solutions, each such User and Customer is jointly and severally liable and responsible for all use of the Services and for any and all "Content" stemming from that use.



Content includes, without limitation, all data, text, posts, audio, music, video, sound, graphics, email, pictures, messages, software, web pages, photographs, information, domain names, personal home pages, and other similar material.

Please note the following:

- Violations of this AUP may result in criminal and/or civil liability.
- Sequestered Solutions reserves the right to refuse service to anyone at any time.
- Sequestered Solutions is the sole arbiter in determining what constitutes a violation of this AUP.
- No credit or refund will be issued for any interruption or termination of service resulting from a violation of this AUP.
- Sequestered Solutions reserves the right at all times to prohibit Content and/or activities that damage its or any of its Customers' commercial reputation and goodwill.
- Sequestered Solutions reserves the right at all times to prohibit Content and/or activities that it deems to be disruptive or harmful, even if those activities are legal or are not expressly prohibited by this AUP.

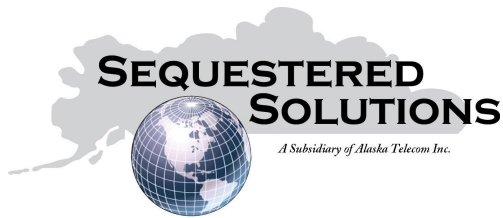
### **Online Conduct and Etiquette**

As a Sequestered Solutions Customer, you are expected to be familiar with and to practice acceptable Internet etiquette as defined in this AUP. In general, you should not post, transmit, or permit Internet access to any information that you consider private or confidential. You are not permitted to post any material that is illegal, libelous, tortious, indecently depicts children, or is likely to result in retaliation against Sequestered Solutions by offended users. This includes the advertising of services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

### **Content**

By using the Services, you acknowledge that you are solely responsible for all Content (as defined above) that you post, transmit, or disseminate (directly or indirectly) through your Web Site or in connection with your Services, regardless of whether you are the original creator of the Content.

You agree to evaluate and to bear all risks associated with the use of any Content that you post, transmit, or disseminate, including the accuracy, completeness, or



usefulness of that Content. Sequestered Solutions, in its sole and absolute discretion, may preserve and disclose Content if required to do so by law or in the good-faith belief that its disclosure or preservation is necessary to: (a) comply with legal process; (b) enforce this AUP; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Sequestered Solutions, its Users, its services, its Customers, or the public.

By posting, transmitting, or disseminating Content through the use of any Services, you represent and warrant to Sequestered Solutions that you have all necessary rights, privileges, authorizations, and permissions to do so and will fully indemnify Sequestered Solutions and each of its officers, directors, employees, shareholders, and representatives for all costs, losses, damages, liability, and obligations that they incur as a result of your failure to procure those rights, privileges, permissions, and authorizations.

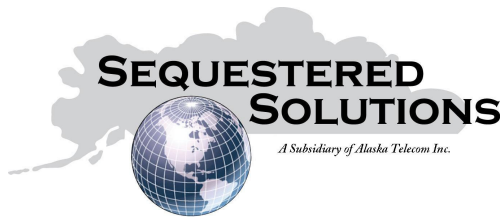
### **Prohibited Activities**

If you or any of your users, customers, affiliates, employees, agents, subsidiaries, or other representatives violates this AUP, those actions will constitute a violation of your contract with Sequestered Solutions. In addition, you will violate this AUP if you assist, solicit, promote, encourage, or otherwise cause another person or entity to engage in one or more of the prohibited activities described in this AUP. A violation of this AUP will result in penalties, including without limitation those required by law and by Sequestered Solutions, in its sole and absolute discretion.

#### Spamming: Unsolicited Bulk or Commercial Email or Advertisements

Sequestered Solutions prohibits the use of its network as a means to send bulk email or unsolicited commercial email (together, "UCE"), often referred to, as "spamming." You may not use or permit others to use our network for the purpose of sending UCE or spamming. Customers of Sequestered Solutions may not host, nor permit hosting of, web sites or other sources of information advertised by UCE from other networks.

Sending a message or advertisement to more than five recipients constitutes "spamming" for purposes of this AUP, unless the recipients have expressly requested or consented to appearing on a related mailing list and granted their permission in writing via email ("opted in"). This rule applies to both commercial advertisements and informational messages sent to recipients via email, as well as messages posted in Usenet discussion groups. Customers who maintain bulk "opt-in" email lists must have a method of confirmation of subscriptions and be able to prove those subscriptions when requested by Sequestered Solutions. At Sequestered Solutions' discretion, if no such evidence is available, messages may be considered as unsolicited. Complaints received from Internet users or service providers must be responded to within twenty four (24) hours of receipt, and Sequestered



Solutions should be copied ([abuse@sequesteredolutions.com](mailto:abuse@sequesteredolutions.com)) on any such correspondence.

Sequestered Solutions prohibits the use of its network as a means to transmit identical or substantially similar unsolicited email messages, to promote or facilitate the transmission of unsolicited email messages, to attach an excessively long signature to a message, to forge the headers of an email message in any way, or to send messages aimed at disrupting the recipient or causing difficulties upon receipt. Maintaining an open SMTP relay and transmitting chain letters, make-money-fast, or pyramid-style schemes of any sort is prohibited.

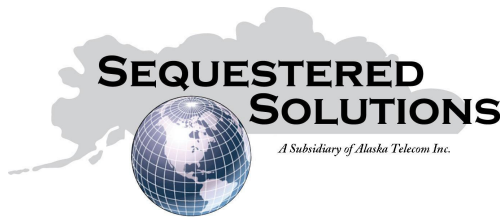
Upon notification of an alleged violation of our spam policy, Sequestered Solutions will initiate an investigation. During the investigation, Sequestered Solutions may restrict customer access to the network to prevent further violations. Sequestered Solutions will evaluate the evidence and determine whether the recipients opted-in to a related mailing list or whether a violation of this UCE/spam policy has occurred.

If a Customer is found to be in violation of this policy, Sequestered Solutions may, at its sole discretion, restrict, suspend, or terminate that customer's account. Further, Sequestered Solutions reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation, and Sequestered Solutions will notify law enforcement officials if the violation might constitute a criminal offense. A violation of Sequestered Solutions' UCE/Spam policy also may be reported to [abuse@sequesteredolutions.com](mailto:abuse@sequesteredolutions.com).

### Usenet Groups

Users and Customers posting messages to newsgroups or forums are responsible for making themselves aware of the rules of conduct before posting. Newsgroup and forum postings must comply with the associated charter or FAQ. If a message does not fall within a topic or ideals of the discussion identified by the charter or FAQ, Sequestered Solutions, in its sole and absolute discretion, may determine that the posting constitutes a violation of this AUP. Sequestered Solutions prohibits the use of its network as a means to (a) post advertisements or commercial or unsolicited messages of any kind in connection with postings to any forum, newsgroup, or other discussion, unless expressly permitted by the applicable charter or FAQ, (b) post binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ, (c) post substantially identical messages to more than 10 newsgroups, (d) attach an excessively long signature to a message, or (e) forge headers of postings in any way.

Sequestered Solutions prohibits the use of its network as a means to violate any applicable local, state, national, or international law through newsgroup



postings (including without limitation, regulations promulgated by the U.S. Securities and Exchange Commission) to violate the rules of any national or other securities exchange (including without limitation, the New York Stock Exchange, the American Stock Exchange, and the NASDAQ), or any regulations having the force of law.

Sequestered Solutions reserves the right to reject or to remove postings from newsgroups that violate this AUP.

#### Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

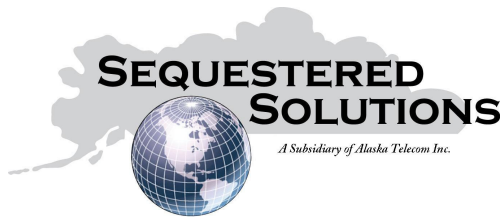
Sequestered Solutions prohibits the use of its network as a means to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available information regarding the creation and/or dissemination of any worm, virus, "cancelbot," "trojan horse," pinging, flooding, "mail bombing," denial of service attack, or other harmful or disruptive tool or component. Sequestered Solutions prohibits the use of its network as a means to interfere with the ability of others to effectively use our network or any connected network, system, service, or equipment. Sequestered Solutions will cooperate fully with any civil and/or criminal investigation or litigation arising from the violation of this policy. Violations of this policy may be reported directly to the National Infrastructure Protection Center at [www.nipc.gov/incident/incident.htm](http://www.nipc.gov/incident/incident.htm).

#### Minors, Child Pornography, and Obscene Speech or Materials

Sequestered Solutions prohibits the use of its network and services to harm or attempt to harm a minor or as a means to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available child pornography or obscene speech or material. As required by law, Sequestered Solutions will notify law enforcement agencies of any child pornography that is found stored in or transmitted through Sequestered Solutions' network.

Sequestered Solutions will cooperate fully with any criminal investigation into a User's or Customer's violation of the Child Protection Act of 1984 and all other related laws concerning child pornography. Customers are ultimately responsible for the actions of their Users in connection with the Sequestered Solutions network and will be liable for all illegal material posted by their Users.

Pursuant to the Child Protection Act, "child pornography" includes photographs, films, video, and/or any other type of visual presentation that shows a person who is, or is depicted as being, under the age of eighteen years and is engaged in, or is depicted as being engaged in, explicit sexual



activity, or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT.

### Intellectual Property Violations

A User or Customer that places information of any kind on the Internet may subject itself to liability for copyright infringement, trademark infringement, defamation, and other harmful speech. Sequestered Solutions prohibits the use of its network as a means to engage in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, and patents held by individuals, corporations, or other entities. You may not disseminate or transmit any Content that you do not have the right to disseminate or transmit by law or by contractual or fiduciary relationship.

As required by law, Sequestered Solutions will remove or block access to Customer Content upon receipt of a proper notice of infringement of intellectual property rights. Sequestered Solutions also may terminate the privileges of Customers who violate intellectual property laws.

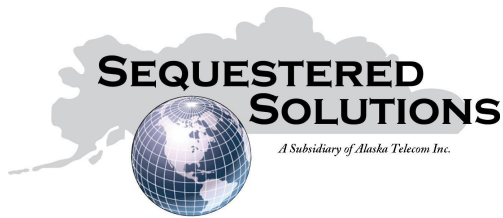
### Software Piracy

Sequestered Solutions prohibits the use of its network as a means to engage in software piracy or the unauthorized copying of software (regardless of the number of copies made). It is a violation of federal law to copy, distribute, or install software in an unauthorized manner or without license to do so. An act of software piracy may expose you or your company to both civil and criminal liability, including without limitation fines in an amount up to \$250,000 and/or imprisonment for up to five years.

In compliance with the Digital Millennium Copyright Act (the "DMCA"), please send DMCA notifications of claimed copyright infringements to: [abuse@sequesteredolutions.com](mailto:abuse@sequesteredolutions.com) or via postal mail to:

Sequestered Solutions Networks, Inc.  
ATTN: Abuse Administrator  
801 B Street  
Suite 100  
Anchorage, AK 99501.

Sequestered Solutions will cooperate fully with any civil and/or criminal litigation arising from the violation of this policy.



### Invasion of Privacy

Sequestered Solutions prohibits the use of its network as a means to collect, store, disseminate, or transmit the personal data of others (often referred to as "Personally Identifiable Data") including but not limited to another's name, likeness, home address, mailing address, business address, email address, phone number, social security number, credit card number, bank account information, or other financial information. Sequestered Solutions also prohibits the use of its network as a means to engage in unauthorized linking or framing, to misappropriate another's personality or likeness, or to violate the personal privacy rights of others, including without limitation to collect or transmit information about others without their permission, except as permitted or required by applicable law.

### Tortious or Actionable Activity

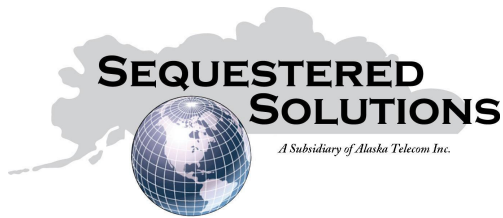
Sequestered Solutions prohibits the use of its network as a means to abuse, harass, or threaten another person or entity in any manner or to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available any defamatory, libelous, slanderous, threatening, or abusive Content.

### False Representation

Sequestered Solutions prohibits the use of its network as a means to forge headers, to impersonate another person or entity, to falsely state or otherwise misrepresent a person's affiliation with another person or entity, or to otherwise manipulate identifiers to disguise the origin of any Content disseminated or transmitted through its network.

### Illegal or Unauthorized Access to Other Computers or Networks

Sequestered Solutions prohibits the use of its network as a means to or attempt (regardless of whether the efforts are successful) to (a) interfere with, disrupt, or harm in any way the servers, web sites, or networks connected to the Sequestered Solutions network, data center(s), or other Sequestered Solutions Internet access facilities, (b) access computers, accounts, or networks belonging to another party illegally or without authorization, or (c) penetrate security measures of another person's or entity's system (often known as "hacking") or to attempt any such system penetration, (i.e. port scan, stealth scan, or other information gathering activity). Those prohibited acts include, but are not limited to, port scanning, password robbery, security hole scanning, and "Internet Scanning" (tricking other people into releasing their passwords).



Any use or attempted use of an Sequestered Solutions account, equipment, or network without the proper authorization will result in severe penalties. In addition, any unauthorized use of accounts, equipment, or networks by an Sequestered Solutions User or Customer, regardless of whether the attacked account or equipment belongs to Sequestered Solutions, will result in severe action taken against the offending party. Possible actions include, without limitation, warnings, account suspension or cancellation, and civil and/or criminal legal action.

#### Fraudulent Use of Telecommunications Services

Sequestered Solutions prohibits the use of its network as a means to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available information designed to assist in the fraudulent use of telecommunications services.

#### Illegal Use

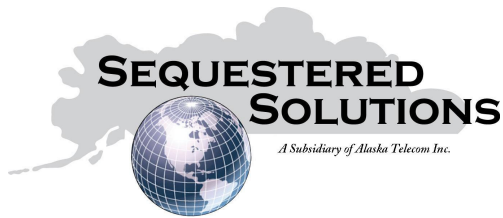
The Services may be used only for lawful purposes. Sequestered Solutions prohibits the use of its network as a means to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available any data, information, or material (a) that violates any law or regulation (including without limitation, exporting any encryption software over the Internet or otherwise), (b) with harmful or fraudulent Content, or (c) that causes, promotes, or solicits illegal activity of any kind.

#### Other Use

Sequestered Solutions prohibits the use of its network as a means to collect, store, post, display, disseminate, transmit, advertise, or otherwise make available any information, data, or material that causes, promotes, or solicits activity of any kind, whether lawful or unlawful, that Sequestered Solutions determines to be harmful to its Users, members, Customers, operations, reputation, goodwill, public image, or customer relations (including without limitation sending or distributing pornographic, sexually explicit, hateful, vulgar, racial, ethnic or other material that might subject Sequestered Solutions to unfavorable regulatory action or subject Sequestered Solutions to any liability for any reason.

### **Lawful Purpose**

Sequestered Solutions network and services may be used only for lawful purposes. Any conduct that constitutes fraud, abuse, stalking, harassment, or a violation of federal export restrictions in connection with use of the Services is prohibited. Using



the Sequestered Solutions network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

You are solely responsible for your usage of the Sequestered Solutions network and servers and any statement you make on servers hosted within the Sequestered Solutions network may be deemed "publication" of the information entered.

### **Customer Security Responsibilities**

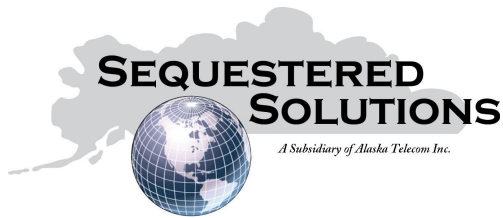
As a Sequestered Solutions Customer, you are solely responsible for the security of your system and account. You shall refrain from sharing your Sequestered Solutions user account ID and password for any purpose, from causing an Internet host to become unable to effectively service requests from other hosts, from running and/or hosting server applications, from analyzing or penetrating an Internet host's security mechanisms, and from forging any part of the TCP/IP packet headers in any way. While connected to Sequestered Solutions, you are prohibited from engaging in any act committed intentionally, recklessly, or negligently that might compromise the security of your service in any way.

As a Sequestered Solutions Customer, you are responsible for all actions occurring on your system or in connection with your account, including without limitation, any violation of law, any violation of this AUP, and any breach of security affecting servers under your control. If your server is involved in an attack on another server or system, it will be shut down immediately, an investigation will be launched to determine the cause or source of the attack, and you will be responsible for the costs to rectify any damage caused by the violation or breach. Inquiries regarding security matters may be directed to [abuse@sequesteredolutions.com](mailto:abuse@sequesteredolutions.com) or via postal mail to:

Sequestered Solutions, LLC  
ATTN: Abuse Administrator  
801 B Street  
Suite 100  
Anchorage, AK 99501.

### **Suspension and Termination of Service and Related Fees**

Sequestered Solutions reserves the right to suspend and/or terminate its Services to a User or Customer associated with a violation of this AUP or with any future version of this AUP. In most circumstances, we will attempt to notify you of any activity we deem to be in violation of our AUP and request that the activity immediately be ceased. However, service may be suspended and/or terminated without notice in some cases (such as those threatening the viability of the Sequestered Solutions network). Sequestered Solutions reserves the right to apply an administration fee to your account in relation to any suspension, reinstatement, or termination of service.



If we receive numerous complaints regarding any breach of this AUP, we may apply a processing fee per complaint received, as well as an administration fee to your account.

## **Disclaimers**

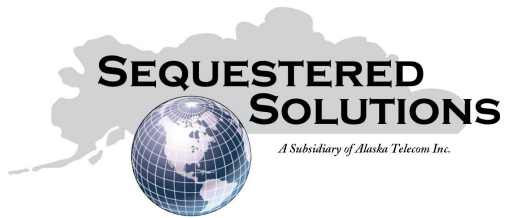
Sequestered Solutions expressly disclaims any obligation to monitor or censor its Customers or other Users with respect to violations of this AUP. Sequestered Solutions does not monitor, verify, warrant, or vouch for the accuracy, quality, reliability, completeness, or timeliness of information that each User or Customer may acquire through the Internet or in connection with the Services, and Sequestered Solutions does not accept any liability or responsibility for injury to its Users, Customers, or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. Likewise, Sequestered Solutions does not review, edit, censor, or take responsibility for any information created by or through its Users or Customers.

Sequestered Solutions assumes no liability to any of our members, Customers, and/or Users or to any other Internet users for its failure to enforce the terms of this AUP. In addition, Sequestered Solutions assumes no liability for any action of or for any Content posted or disseminated by our members, Customers, and/or Users. Neither Sequestered Solutions nor any of its agents, officers, directors, employees, shareholders, representatives, licensors, content providers, or partners will be liable for any damages whatsoever, including without limitation any direct, indirect, incidental, special, consequential, or exemplary damages, arising from the use or performance of its services or from any information, services, or products associated with or offered in connection with its services, even if Sequestered Solutions has been advised of those damages.

If Sequestered Solutions is subjected to legal action or similar process resulting from a violation of this AUP and is forced to make expenditures in its defense, Sequestered Solutions reserves the right to collect reimbursement of such expenditures from the Customer or User or other offending party. Such expenditures may include, without limitation, attorneys' fees and costs related to litigation, arbitration, mediation, settlement, or other dispute resolution.

If Sequestered Solutions is found liable or jointly liable for the actions of any member, Customer, and/or User, despite the foregoing disclaimer, each and every offending member, Customer, and/or User jointly and severally shall indemnify Sequestered Solutions for all costs, fines, losses, expenses, damages, penalties, liabilities, and obligations it incurs (including without limitation the fees and costs of attorneys).

Sequestered Solutions will not intentionally monitor private email messages sent or received by its Users or Customers, unless required to do so by law, governmental authority, or when public safety is at stake. Sequestered Solutions may, however, monitor its services electronically to determine that its facilities are operating



satisfactorily. Also, Sequestered Solutions may disclose information, including without limitation, information concerning a Customer, a transmission made using our network, or a web site, to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Sequestered Solutions assumes no obligation to inform the Customer that any information has been provided and, in some cases, may be prohibited by law from giving that kind of notice. Finally, Sequestered Solutions may disclose Customer information or information transmitted over our network where necessary to protect Sequestered Solutions and/or others from harm, or where the disclosure is necessary to the proper operation of the system.

Rev. 10/06/11