

ACCEPTABLE USE POLICY

You agree not to use the Services to:

Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

Administer IRC;

Harm minors in any way;

Impersonate any person or entity;

"Stalk" or otherwise harass another person;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

Upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"

Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or

Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

Disclaimer of Warranties

You acknowledge and agree that Cologuys exercises no control over, and accepts no responsibility for, the content of the information passing through the host computers, network hubs and points of presence or the Internet. NEITHER Cologuys, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS NOR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT Cologuys PROVIDES. NEITHER Cologuys, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. Cologuys IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CLIENTELE VIA THE SERVICES PROVIDED BY Cologuys.

Indemnification

You agree to indemnify, hold harmless, and defend Cologuys and all directors, officers, employees, and agents of Cologuys from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable legal fees) arising out of or relating to the use of the Services by You, including any violation of the Acceptable Use Policy set forth in this Agreement. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

Limitation of Liability

IN NO EVENT SHALL Cologuys BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF Cologuys HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Cologuys's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by You for the Services during the 12-month period

prior to the date the damage or loss occurred or the cause of action arose. The provisions of this Agreement pertaining to Uptime Guarantee apply to credits available to you for system downtime.

Cologuys's Utilization of Third Party Services

Cologuys reserves the right, and you agree to pay for, services of third party consultants hired by Cologuys in its discretion to assist Cologuys in providing the Services to you. Fees for the services of third parties retained by Cologuys will be charged to you in the invoice covering the period during which the third party services were utilized by Cologuys.

Unsolicited E-mail Policy

"Unsolicited E-mail Complaint" is an occurrence of a third-party complaint regarding a specific E-mail communication message sent by you. "Unsolicited E-mail Incident" is an occurrence of a single E-mail message which may have been sent to multiple E-mail addresses. An Incident may contain numerous Complaints. Incidents may contain Complaints received up to 24 hours after the first. After 24 hours, a new Incident will be opened. "IP Black Listing" is an occurrence when a third party black listing service determines that a Cologuys issued IP address is a frequent source of Unsolicited E-mail. Black Listings result in the IP address (or multiple IP addresses in the same "IP range") are unable to send E-mail to certain third parties.

Cologuys has designed this portion of this Agreement to comply with the United States CAN-SPAM Act (the "Act".) The Act states that commercial E-mail must be solicited, an effective, visible and clearly defined un-subscription process be in place, that every E-mail message sent be sent from a valid address, without any form of IP or source spoofing, that every E-mail message sent contain the physical contact information of the sender, that every recipient of such E-mail messages has requested to receive such E-mails and that the messages and method in which they were sent comply with the other provisions of the United States CAN-SPAM Act.

Cologuys considers any attempt to send Unsolicited E-mail Messages or other forms of Spam E-mail (including "Spamvertising" other websites or services or products) to be violations of this Agreement.

To help reduce the overall Unsolicited E-mail problem, Cologuys has put into place the following 3-Strike Policy: For every Unsolicited E-mail Incident, Cologuys will assess a penalty of \$25.00 per verified Incident and a penalty of \$200 for the first instance of IP Black Listing and \$400 for the second instance of IP Black Listing (collectively, the "Penalties".) For each \$25.00 Unsolicited E-mail Incident Penalty, you will be issued one strike. For your first IP Black Listing Incident, you will be issued one strike. For your second IP Black Listing Incident, you will be issued two strikes. On your third strike, Cologuys reserves the right to terminate your service with or without warning. If your service is terminated under the Unsolicited E-mail Policy then you forfeit all fees paid, including pre-paid fees and unused time. All fees paid become non-refundable. Further, account termination does not absolve or nullify Penalty payments you may owe to Cologuys. Further, you may accumulate additional Penalties based on complaints received after your termination. This section of the Agreement will survive for a period of one year after this agreement is terminated.

Force Majeure

Cologuys shall not be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

Intellectual Property

You represent and warrant that your use of the Services shall not infringe the intellectual property or other proprietary rights of Cologuys or any third party. You further acknowledge that all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of Cologuys is owned by Cologuys and/or its licensors. Unless otherwise specifically provided in this Agreement, You shall have no right, title, claims or interest in or to Cologuys's intellectual property.

You shall not copy, modify or translate any Cologuys intellectual property or related documentation, or decompile, disassemble or reverse engineer same, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Agreement, You are not authorized to distribute or to authorize others to distribute Cologuys intellectual property in any manner without the prior written consent of Cologuys.

Cologuys respects the intellectual property of others, and we ask you to do the same. Cologuys may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers.

Governing Law and Forum Selection

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Texas. The Circuit Court of Dallas County, Texas shall have exclusive jurisdiction to hear any dispute under this Agreement, or, if such court is without subject matter jurisdiction, the United States District Court for the Northern District of Texas shall have exclusive jurisdiction.

Waiver and Modification

Except as otherwise provided herein, this Agreement may not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

Assignment and Severability

This Agreement shall be binding upon and inure to the benefit of You, Cologuys and their respective successors, and assigns. You may not assign this Agreement without the prior written consent of Cologuys, which consent will not be unreasonably withheld. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

Cologuys reserves the right to modify this agreement as needed without notice, and you agree that by creating, using, or otherwise engaging in business with Cologuys, that you have fully read, fully understand and agree to these Terms and Conditions. You understand that the Terms and Conditions in the Agreement are legally binding and that you are authorized to enter into such agreements on behalf of your organization or yourself.