

RELEASE OF LIABILITY REQUEST FOR COLOCATION SERVER ROOT ACCESS

Primary Target, an Edge Communications Company provides collocation server root access in accordance with the following Terms and Conditions:

1. Referred to as (Customer) does hereby release, waive, discharge and covenant not to sue Primary Target, its officers, employees and agents from liability of server administration for the server listed below. Customer will be solely responsible for administration of the server listed below for which root access was provided. Primary Target will not be held accountable for any server problems or downtime caused by Customer's negligence.

2. Customer recognizes that the server was functioning properly at the time root access was granted.

3. Customer will continue to adhere to the Terms and Policies of Primary Target Service.

4. Customer will not allow or setup server as an open relay.

5. Customer must review the following list and agree to the billable support instances

- | | |
|------------------------------|------------------------------|
| • Operating System Reinstall | Billable \$100 |
| • Security Related Requests | Billable \$25/per hour |
| • Additional Software(s) | Billable \$25/per hour |
| • Password(s) Problems | Billable \$10/per hour |
| • Server Restarts / Reboots | Included in Cost / No Charge |
| • Game Setup and Installs | Included in Cost / No Charge |

Additional Services not mentioned above will be handled on a case by case basis

6. Customer will assume full responsibility for their server's security as well as windows updates shall be performed by Customer at their discretion. Primary Target recommends windows updates to maintain the highest security levels on your server.

7. Customer agrees and accepts full responsibility for any Primary Target outages or disruption of Primary Target's network's integrity caused by Customer negligence. Customer will be solely responsible for any Primary Target losses of revenue resulting from customer's server.

8. Primary Target will be responsible for any hardware equipment failure(s). Software related requests will be a billable instance as listed above in clause 5. Primary Target will not issue any credits for service due to outages caused by Customer.

9. Customer agrees to not modify the "ptadmin" account. Staff requires this account to perform support requests in a timely manner. Modifying the "ptadmin" account can result in password recovery fees.

10. Any legal or equitable claim that may arise from participation in the above shall be resolved under State law.

I Have Read and I Understand this document and agree to the terms

Customer Signature: _____ Signature Date: _____

Server Details: _____