ECI ACCEPTABLE USE POLICY

Eze Castle Integration, Inc., its affiliates and subsidiaries ("ECI"), are providing access to the ECI networks, systems, hardware, services and other assets by which it delivers or otherwise provides services to you ("ECI Network") subject to the following terms of use ("Acceptable Use Policy" or "AUP"). By using the ECI Network you agree to be bound by this AUP. If at any time you do not agree to be bound by this AUP, you should immediately discontinue the use of the ECI Network. This copy is provided for your records, and you should keep it handy for ready reference. ECI reserves the right to modify the policy at any time upon the notice required Master Services Agreement in effect between you and ECI, or if none, upon the passage of ten days from the date of posting. It is your responsibility to review this AUP prior to each use of the ECI Network.

1. LAWFUL USE OF SERVICES. No one may use ECI Services or the ECI Network for any criminal or unlawful purposes or for the transmission, creation or storage of any material in violation of any applicable laws or regulations, including, but not limited to, the transmission, creation or storage any material in violation of applicable copyright, trademark, unfair competition or similar laws. You may not copy, distribute, republish, cache, link, modify, transmit, or in any way use the content of the ECI Network for public or commercial purposes without ECI's written permission. In consideration of this consent, you agree that all ECI Network content will retain all copyright and other proprietary notices and that you will not modify the ECI Network content in any way.

Unless otherwise specifically agreed, any software that is available for download from ECI Network is the copyrighted property of ECI. Any use or reproduction of any such software and warranties as to such software, if any, is governed by the terms of the license agreement applicable to that software. Any use of any other product or service and warranties as to such product or service purchased by you using, or in connection with, the ECI Network, if any, is governed by the terms of the agreement applicable to that product or service.

2. RESTRICTIONS. In addition to the above, you may not use the ECI Services or ECI Network for any illegal or inappropriate purpose, including, but not limited to:

a. posting or transmitting any fraudulent, unlawful, threatening, abusive, libelous, slanderous, defamatory, scandalous, inflammatory, obscene, racist, vulgar, pornographic, hateful, profane, criminal or offensive material of any kind, including any material that would violate any local, state, national or international law or give rise to any civil or criminal liability;

b. posting or transmitting any material that violates or infringes the rights of others, including material that is an invasion of privacy or publicity rights or that infringes on any intellectual property or contractual right;

c. Exporting of controlled software;

d. Threats of bodily harm or property damage;

e. Fraudulent offers;

f. Deliberate or accidental denial of service to ECI customers or other parties, including but not limited to disabling or crippling of computer and or routing systems through "hacking";

g. Excessive e-mail or Usenet News postings impeding operation of the system, mail list, or newsgroup;

h. Misappropriation of service from ECI customers or other parties, including but not limited to mail relaying via third party systems without specific authorization or any other use without explicit authorization of any Internet services belonging to others;

i. Broadcast transmission of unsolicited messages, including but not limited to, the deliberate transmission of bulk unsolicited e-mail, commercial or otherwise, sometimes called 'spam';

j. Use of unsolicited e-mail messages sent via other networks advertising content on ECI's network;

k. Use of e-mail address collection software or lists causing users to receive e-mail without their consent;

l. Transmission or relaying of e-mail messages with hidden, spoofed or misleading header information;

m. Use of domains not properly delegated for use, including use of others' domains or spoofing;

n. Transmission of forged or spoofed data;

o. Transmission of virus software with the intention of damaging recipient systems;

p. Interference with public postings by others;

q. Interference with the appropriate operation of Usenet newsgroups or Internet mailing lists, public and private, including, but not limited to, bulk inappropriate or off-topic postings;

r. Deliberate or accidental disruption, overload, attack, modification or impairment the operation of the ECI Network or any other network;

s. impersonation or claiming the identity or characteristics of any person or entity, falsely claim an affiliation with any person or third party or submit false, misleading or inaccurate information pertaining to your identity; or

t. hosting or serving unsecured peer file-sharing applications, including but not limited to: Kazaa, Morpheus, Gnutella, and Napster.

3. PASSWORD PROTECTION AND SECURITY. If you are issued a system password, you are responsible for keeping it confidential, for changing it from time to time, and for any use made of your password, whether authorized or unauthorized.

4. ECI RIGHTS. Without limiting its other rights hereunder: ECI specifically reserves the right, without notice: (a) to disconnect you from the ECI Network or ECI services that are connected to the ECI Network if ECI determines such action is necessary in order to protect ECI, the ECI Network, other ECI clients or the rights of any third party; and (b) to take any and all appropriate measures (traffic filtering, traffic shaping and DNS blacklisting) against all illegal activities, including but not limited to: "hackers," "email spammers", or any action which may cause limitation of access or interference to websites or servers, and the distribution of materials infringing on the intellectual property rights of third parties. The disconnection may continue until such time as ECI determines such action is no longer necessary, at which time ECI shall re-establish the connection. All efforts of ECI with respect to the disconnection and any subsequent reconnection shall be billed to you at ECI's then current T&M rates. Suspension or termination of service for inappropriate use does not relieve the customer of obligation of payment for services rendered up to the time of suspension or termination.

5. GOVERNING LAW. This AUP will be governed by and construed in accordance with the laws of the jurisdiction identified in the Master Services Agreement in effect between you and ECI, or if none, in accordance with the laws of the Commonwealth of Massachusetts, without regard to the any principles of conflicts of law rules. You agree that any litigation that arises out of or related to this AUP will be filed only in the courts located in the jurisdiction identified in the Master Services Agreement in effect between you and ECI, or if none, Boston, Massachusetts, and you hereby consent and submit to the personal jurisdiction of such court for the purposes of litigation.