

Virginia Tech Corporate Research Center, Inc.
TENANT DATA SERVICES AGREEMENT

This TENANT DATA SERVICES AGREEMENT ("Agreement") becomes valid on the day of activation of initial service (the "Effective Date" between VIRGINIA TECH CORPORATE RESEARCH CENTER, INC., a Virginia non-stock corporation ("CRC") and the ("Tenant").

RECITALS

- A. Tenant has leased premises within the Virginia Tech Corporate Research Center from CRC pursuant to the Lease between Tenant and CRC (the "Tenant Lease").
- B. Tenant desires to receive from CRC and CRC desires to deliver to Tenant certain data services, including Internet access, installation or activation of portals to enable Internet access, distribution of Internet Protocol Addresses, and limited network consulting services in accordance with the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the tenant's request at the VTCRC website:

NOW THEREFORE, the parties hereto agree as follows:

1. Services and Deliverables. Beginning as of the Activation Date and subject to the terms and conditions set forth in this Agreement, CRC shall provide Tenant with the services set forth on Exhibit A hereto (collectively, the "Services") and the deliverables set forth on Exhibit A hereto (collectively, the "Deliverables").
2. Firewalls. Tenant may proxy serve any number of connections to the Internet via a single Connection (as defined in Exhibit A) behind a firewall that has received the prior written approval of CRC which approval CRC may grant or withhold in its sole discretion. All connections to the Internet proxy served behind a firewall must be located on Tenant's premises.
3. Intended Use. CRC may terminate this Agreement if in the sole discretion of CRC, the bandwidth of Tenant's usage degrades the performance of the shared network.

Sponsorship of data services for third parties on equipment owned or leased by non-tenants is prohibited. Co-location of non-tenant equipment connected to the Services is prohibited. These restrictions do not apply to multi-home non-tenant IP services on tenant-owned equipment.

Dial-up remote access services are allowed for tenant employees only. The sale of dial-up Internet access services utilizing the Services or the Connections is prohibited.

4. Improper Use. CRC shall have no responsibility to Tenant or to any third-party with respect to conduct engaged in by Tenant or its employees or agents which is an abuse of the Services provided under this Agreement, including posting or transmitting any information that is unlawful, obscene, threatening, abusive, libelous, hateful or encourages conduct that constitutes a criminal offense. Tenant shall indemnify CRC against any claims or losses arising out of improper use of the Internet via the Connections.

5. Non-Tenant Use of Infrastructure. Non-tenant use of CRC telecommunications infrastructure is prohibited. Tenants will not be permitted to host non-tenant corporate or personal computers in their suites. Tenants violating this provision will be assessed damages of \$1,000.00 per month for each non-tenant owned computer that has been hosted on or via the Demised Premises without CRC's authorization. CRC offers a facility for location of non-tenant computers desiring access to CRC's telecommunications infrastructure. Information about this service can be obtained from the CRC.

6. Term and Termination. The initial term of this Agreement, unless terminated earlier in accordance with the terms of this paragraph 5 shall be from the Effective Date for a period of 1 year. This Agreement may be terminated prior to its expiration under the following circumstances:

by either party, upon thirty (30) days prior written notice, if the other party is in material breach of its obligations hereunder, and fails to cure such breach for thirty (30) days after being given an initial written notice of such breach;

by either party, immediately upon written notice, in the event the other party ceases to function as a going concern, has a receiver appointed for it and an application made for the appointment of such a receiver, files or has filed against it a petition under the United States Bankruptcy Code, or makes an assignment for the benefit of its creditors; or

by CRC, immediately upon written notice to Tenant, if (i) Tenant assigns or attempts to assign this Agreement, (ii) the Tenant Lease terminates or is terminated, or (iii) Tenant provides Internet access through the Connections to any computer not located on Tenant's leased premises within the Virginia Tech Research Center without the prior written consent of CRC.

7. Compensation. Tenant shall compensate CRC for the Services and for the Deliverables in accordance with the fees (collectively, the "Fees") set forth on Exhibit B hereto. CRC retains the right to increase or reduce the Fees from time to time, but in no event shall CRC increase the Fees more than once in any consecutive six (6) month period.
8. Billing. CRC shall invoice Tenant for all Services and Deliverables on a monthly basis through the Tenant Services Billing Program. All invoices shall be due within thirty (30) days. The CRC shall have the right to shut off services in the event of past due receivables.
9. Taxes. Tenant shall be responsible for any taxes applicable to Services performed or Deliverable provided to Tenant by CRC that may be levied by a taxing authority having jurisdiction.
10. No Warranties. CRC makes no representations, express or implied, with respect to the services performed and deliverables provided pursuant to this agreement. Tenant agrees and acknowledges that tenant may from time to time be unable to access the internet via the connections and shall have no recourse against the CRC.
11. Indemnification. Each party will indemnify, defend and hold the other party harmless from any losses, costs, fees or expenses (including reasonable attorneys' fees) that the indemnified party may incur as the result of any claim, suit or proceeding made or brought against it based upon the indemnifying party's breach of this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
12. Limitation of Liability. CRC's liability to Tenant under this Agreement shall in no event

exceed the aggregate amount of fees paid hereunder. Tenant shall have no claim for consequential damages or lost profits arising from this Agreement, the Services and Deliverables provided hereunder or any malfunction of the Services to be provided hereunder.

13. Assignment. This agreement may not be assigned by either party without the prior written consent of the other party.
14. Notices. All notices and other communications hereunder shall be deemed given if in writing and delivered personally or transmitted by facsimile or telegram, or mailed first class certified mail, return receipt requested to the parties at the addresses specified on the front page (or such other address for a party as shall be specified by like notice):
15. Severability. If any provision of this Agreement is found invalid under any applicable law, those provisions are, to the extent invalid, omitted, but the remainder of this Agreement shall continue to be binding upon both parties.
16. Waivers. No covenant or condition of this Agreement shall be waived except in writing. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by the other.
17. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all other agreements between CRC and Tenant with respect thereto. No amendment, modification or waiver of this Agreement or any term hereof may be effected except by an instrument in writing duly executed by an authorized person or behalf of the party against whom the enforcement of such amendment, modification or waiver is sought.
18. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement and shall not be construed to explain, modify or amplify the interpretation of this Agreement.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law or conflict of law rules.

EXHIBIT A
SERVICES AND DELIVERABLES TO BE PROVIDED BY CRC

- A. SERVICES: In consideration of the compensation set forth in paragraph 6 of this Agreement, CRC shall provide the following services (collectively, the "Services"):
1. Direct connections (the "Connections") via CRC's infrastructure that is connected to a shared gateway to the Internet.
 2. Distribution of Internet Protocol Addresses.
 3. CRC or its subcontractors shall provide limited network consulting and trouble-shooting with respect to the Connections. Tenant should contact the CRC Administrative Office to receive such services. The CRC is only responsible to for the correct working of the connections owned by the CRC. Tenant is responsible for connections to the tenant's computer and for proper setup of the computer equipment to correctly communicate.
 4. CRC or its subcontractors shall coordinate, install, move and remove all portals located on the walls of Tenant's premises and all wiring associated therewith. Tenants shall not install, move or remove any portals or associated wiring without the prior written consent of CRC.

- B. DELIVERABLES: In consideration of the compensation set forth in paragraph 6 of this Agreement, CRC shall provide the following deliverables (collectively, the "Deliverables"):

Equipment – CRC shall provide and install on Tenant's premises all portals and wiring necessary to link Tenant's computer system to the CRC System. All wiring in the walls and in the ceiling spaces are the property of CRC and may not be removed or modified by Tenant at any time.

EXHIBIT B
COMPENSATION

1. Tenant shall pay CRC a business service fee equal to current charge per month.
See *General Information*.
2. Installation and modifications of Connections, network consulting, and trouble-shooting will be billed at a rate equal to \$100.00 per hour plus the cost of any materials.
3. Tenants will be charged for use of CRC data infrastructure if tenant is not being provided Connections to the Internet through the CRC agreement.