

Details of EdgeCast Networks' Policies Regarding Copyrights and the DMCA:

In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content posted on the EdgeCast Network's infrastructure infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Designated Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

EdgeCast's Designated Copyright Agent to receive notifications of claimed copyright infringement is Brad Frazer, 877 W. Main Street, Suite 1000, Boise ID 83702; P.O. Box 1617 Boise, ID 83701-1617. See also <http://www.copyright.gov/onlinesp/list/index.html>.

For instructions on providing us with a DMCA Counternotification, please see <http://www.chillingeffects.org/dmca/counter512.pdf>.

In connection with User Submissions, you further agree that you will not: (i) submit material that is subject to protection under the copyright laws of the United States or any foreign country, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant EdgeCast Networks all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage EdgeCast Networks or any third party; (iii) submit material that is unlawful, defamatory, libelous, threatening, harassing, hateful, sexually explicit, or racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise be inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. EdgeCast Networks does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and EdgeCast Networks expressly disclaims any and all liability in connection with User Submissions. EdgeCast Networks does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and EdgeCast Networks will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights pursuant to Section 5(D) below. EdgeCast Networks reserves the right to remove Content and User Submissions without prior notice. EdgeCast Networks will also terminate a User's access to its Network infrastructure, if they are determined

to be a repeat infringer. EdgeCast Networks will not be obligated to refund any unused portion of a listing, membership or subscription fee if an account is terminated for repeat copyright infringement. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. EdgeCast Networks also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, including, but not limited to, whether a User Submission is defamatory, excessively long, or otherwise violates these Terms of Service. EdgeCast Networks may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.