

FASTPITCH VIDEO SERVICES

ACCEPTABLE USE POLICY

Acceptable Use Policy (AUP)

By using Service(s) provided by Fastpitch Video Services LLC ("FVS") (including any of its subsidiaries or Resellers) you agree to comply with this AUP. This AUP may be revised from time to time and your use of FVS's Service(s) after changes to the AUP are posted on FVS's web site at <http://www.FastpitchWeb.com/AcceptableUse.html> shall constitute your acceptance of any changed or additional terms of the AUP.

You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. FVS expects you to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable, and the types of uses that must be avoided. Common sense is the best guide as to what is considered acceptable use.

Failure to observe the guidelines set forth in this AUP may result in FVS taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). When feasible, FVS will provide you with notice of an AUP violation, via Email or otherwise, and demand that such violation be immediately corrected. FVS reserves the right, however, to act immediately and without notice to suspend or terminate Service(s) in response to a court order or other legal requirement that certain conduct be stopped or when FVS determines, in its sole discretion, that the conduct may (1) expose FVS to sanctions, prosecution or civil action, (2) cause harm to, or interfere with, the integrity or normal operations of FVS's network(s) or facilities, (3) materially or repeatedly interfere with another person's use of FVS' Service(s) or the Internet, (4) damage or disparage the reputation of FVS or its Service(s), or (5) otherwise present a risk of harm to FVS or FVS's customers, resellers, users, or their employees, officers, directors, agents, etc.

FVS's decisions with respect to interpretation of the AUP and appropriate remedial actions by FVS are final. FVS may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. FVS assumes no obligation to inform you that your information has been provided and, in some cases, may be prohibited by law from providing such notice. FVS shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from FVS's exercise of its rights under this AUP.

General Use Policy

In this AUP, "Service(s)" refers to video or audio hosting or interactive communications, or similar Services that you have purchased from FVS. Your use of these Service(s) is subject to the terms and conditions of the FastPitch Streaming Content Client Terms and Conditions Agreement you entered into in conjunction with the Service(s) ("Service Agreement"). This AUP is intended to provide you with a set of guidelines you must follow in your use of the Service(s). This single AUP applies to a variety of FVS Services. Some provisions of this AUP may not be applicable to all Service(s). This AUP will be interpreted in the context of the intended use of the Service(s) at issue.

You are responsible for avoiding the prohibited activities and following the AUP set forth herein. You are also responsible for the actions of others who may be using the Service(s) under your account. FVS does not, as an ordinary practice, proactively monitor the activities of those who use its Service(s) to ensure that its users comply with this AUP and/or the law, though it reserves the right to do so. If FVS is alerted to violations or potential violations of this AUP, however, FVS will take whatever measures it deems necessary and appropriate to stop or prevent those violations, including the actions described in this AUP.

Abuse of Email/Spamming

The Service(s) you have purchased from FVS may include the ability to send and receive electronic mail ("Email"). Mass electronic messages and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient) are prohibited. Forging Email headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple Email messages or to retransmit Email messages for the

purpose of misleading recipients as to the origin is prohibited. Use of electronic mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and FVS reserves the right to seek damages and other available relief against customers or third parties - as applicable. For purposes of this AUP, such violations are determined by FVS in its sole discretion.

Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the United States, is prohibited.

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed or intended to violate or facilitate a violation of this AUP. This includes the facilitation of the means to spam, initiation of phishing, flooding, mailbombing, denial of service attacks, and piracy of software.

Illegal Activity/Tortious Conduct

Activities that involve use of Services or FVS's network(s) and that violate any local, state or national or international law or regulation, also violate this AUP. Prohibited activities include, but are not limited to:

- transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive, or obscene materials;
- using the Service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);
- intentionally spreading computer viruses;
- gaining unauthorized access to private networks;
- engaging in the transmission of pirated software;
- conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings.
- violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Service(s);
- threatening, harassing, abusing, or intimidating others; or
- creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of FVS.

Infringement of Intellectual Property Rights

You are prohibited from publishing, submitting, copying, uploading, posting, transmitting, reproducing, theft of, infringement on, or distributing information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consents to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an FVS site or Service(s).

FVS's agent for receipt of notifications pursuant to the Digital Millennium Copyright Act of 1998:

General Counsel
Fastpitch Video Services LLC
1295 Idylberry Road
San Rafael CA 94903
By Email: copyright@FastpitchWeb.com
By Phone: (415) 472-3210

Network Security

It is your responsibility to ensure the security of your network and the machines that connect to the Service(s). You are responsible for ensuring that your customers and users use the Service(s) in an appropriate manner. You are required to take all necessary steps to manage the use of the Service(s) obtained from FVS in such a way that network abuse is minimized. Violations of system or network security are prohibited, and may result in criminal and/or civil liability.

Examples of system or network security violations include, but are not limited to the following:

- Failing to secure your system against abuse. You are responsible for configuring and securing your services to prevent damage to the FVS network and/or the disruption of Service(s) to other customers. You will be held liable if unknown third parties utilize your services at any time for the purpose of illegally distributing licensed software. It is your responsibility to ensure that your network and/or computer are configured in a secure manner, and to take corrective actions on vulnerable or exploited systems to prevent continued abuse. You may not, through action or inaction, allow others to use your network for illegal or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the Service(s) you have purchased;
- With respect to Dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the FVS Service(s) or using your account for the purpose of operating a server of any type;
- Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Hacking - breaking the security on any computer network or accessing an account that does not belong to you. This includes, but is not limited to, unauthorized access to, or use of, data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. This would include use of sniffers or SNMP tools.

Other Activities

You are prohibited from engaging in any other activity, illegal or not, that FVS determines in its sole discretion, to be harmful to its subscribers, operations, network(s), reputation, goodwill, or customer relations.

Provider Responsibilities

FVS is aware that many of its customers are, themselves, providers of Internet services, and that information reaching FVS's network(s) or facilities from those customers may have originated from a subscriber of FVS's customer or from another third-party. FVS does not require its customers who offer Internet services to monitor or censor transmissions or web sites created by the customer's subscribers. FVS does, however, reserve the right to directly take action against such customers' subscribers. In addition, FVS may take action against FVS's customer because of the underlying subscriber's activities, even though the action may affect other subscribers of the FVS customer. Similarly, FVS expects that customers who offer Internet services will cooperate with FVS in any reasonable corrective or preventive action that FVS deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of this AUP.

FVS expects that its customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate this AUP.

Prohibited Countries

By using the Service(s), you represent and warrant that you are not a resident of any country or affiliated with any of organization prohibited to do business within the United States as defined and set forth at:

<http://www.treas.gov/ofac>.

Responsibility for Content

FVS takes no responsibility for any material created or accessible on or through FVS and its Service(s). FVS shall not be obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that FVS becomes aware that any such material may violate this AUP and/or expose FVS to civil or criminal liability, FVS reserves the right to block access to such material and suspend or terminate any user creating, storing or disseminating such material. FVS further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that FVS deems responsible for the wrongdoing.

Secure Password

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Service(s) through your account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

FVS performs routine surveillance of its network(s) in connection with its video hosting, audio hosting, interactive communications, and related services. Although FVS will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which FVS, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

Contact Information

Unless otherwise agreed in writing signed by FVS and its customer, any notification that FVS sends to you pursuant to this AUP may be in writing to your address of record, or via Email to the Email address on file with FVS. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from FVS. Failure to responsibly manage the use of the Service(s) obtained from FVS may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of early termination fees.

Abuse

Any party seeking to report a violation of this AUP may contact us via Email at Abuse@FastpitchWeb.com.