READ THIS AGREEMENT CAREFULLY BEFORE USING ANY COLOSERVE SERVICE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN COLOSERVE AND YOU, INCLUDING ANY COLOSERVE CUSTOMER, USER, OR WEBSITE VISITOR, (collectively referred to herein as **"Customer"**).

COLOSERVE TERMS OF SERVICE

This agreement (this **"Agreement"**) between ServePath, LLC, a Delaware limited liability company doing business under the name ColoServe (**"ColoServe"**) and Customer governs provision of ColoServe's Internet services, including any related professional services (the **"Service"**). This Agreement is effective as of the moment Customer indicates agreement at the ColoServe Website, as of the moment the two parties sign a paper version, or as of the moment Customer uses any ColoServe Website or element of the Service.

1. THE SERVICE.

(a) The Service provides Customer with a license to occupy such cabinet, rack, or cage space as ColoServe designates (the **"Space"**), and to interface with such cables, computers, or other equipment as ColoServe designates, at ColoServe's facility at 360 Spear Street, San Francisco, California (the **"Facility"**). This Agreement conveys only a license to occupy the Space and to interface with the equipment, and only during the term designated in Customer's Signup (as defined below). Customer has no other rights to the equipment, the Space, or the Facility, or to any cabinet, rack, cage, cross-connect, or other space therein, including without limitation any leasehold right or other real estate interest. ColoServe will provide the Service pursuant to this Agreement and ColoServe's then-standard policies and procedures. The Service includes the features and restrictions listed in Customer's initial quote or otherwise ordered or revised by Customer and accepted by ColoServe in writing (Customer's **"Signup"**).

(b) If included in Customer's Signup, the Service includes: (i) any storage, backup, security, attack protection, or monitoring services ColoServe provides, and any other services ColoServe designates as "managed services" or "special services" (collectively, **"Managed Services"**); and (ii) any professional services provided by ColoServe (**"Professional Services"**). Except as specifically provided in Subsection 5(b) below, Managed Services and Professional Services are subject to the same terms and conditions as other elements of the Service, including without limitation the disclaimers and limitations of liability in Section 7 below. Each Professional Service is also subject to the terms and conditions of its statement of work (if any) executed by authorized representatives of both parties. Fees for Managed Services and Professional Services are in addition to Service fees required pursuant to Subsection 2(a) below. Customer will pay for Managed Services and Professional Services at ColoServe's then-standard rates, unless the relevant statement of work, in the case of Professional Services, specifically provides for a different payment structure.

2. FEES.

(a) Customer will pay for the Service pursuant to one of the following plans, as reflected in Customer's Signup:

(i) *Monthly Payment Plan:* Customer pays monthly.

(ii) *Prepayment Plan:* Customer pays annually or on such other periodic basis as is defined in Customer's Signup (Customer's "**Prepayment Period**"). In the event that Customer terminates this Agreement pursuant to Subsection 3(b) below before the end of the Prepayment Period, Customer will receive a refund for the remainder of the Prepayment Period, minus an adjustment equal to: (1) the difference between the amount Customer has paid and the amount it would have paid pursuant to a Monthly Plan, plus (2) any set-up fees Customer would have paid pursuant to a Monthly Plan, per

ColoServe's standard policies and procedures. (For purposes of such calculations, Monthly Plan prices are set at ColoServe's then-standard prices.)

(b) Customer will pay for the Service in advance. In addition, Customer will pay any set-up or other fees required pursuant to ColoServe's standard policies. Customer will make all payments in U.S. dollars. ColoServe is not required to issue refunds or credits except as specified in this Agreement.

(c) ColoServe issues invoices through the ColoServe customer portal, https://my.ColoServe.com (the **"Customer Portal"**). At Customer's request, ColoServe may issue invoices through another method, and may charge an extra fee for such method. Customer will maintain awareness of its usage levels and the fees it owes ColoServe and will pay on or before their due-dates. Any payment not received when due will, at ColoServe's option, bear interest at a rate of ten percent (10%) per year from the date due until paid, to compensate ColoServe for the time-value of the unpaid fees. In addition, ColoServe may charge a late fee of $9.99 per week, as liquidated damages, starting on the first day after any payment is due, and may invoice such amounts in weekly increments. Such liquidated damages compensate ColoServe for administrative expenses related to unpaid fees.

(d) If Customer exceeds its transfer allotment, bandwidth commitment, or other pre-paid Service allotment, ColoServe may: (i) charge Customer for such overage immediately via credit card and will notify Customer in writing of such charge; or (ii) issue a one-time invoice for such overage, with payment due by wire transfer or direct deposit in seven (7) days. If ColoServe concludes, in its sole discretion, that Customer's account reflects a pattern of repeated overage, ColoServe may require prepayment, and Customer will pay for such overage on Customer's regular payment date or on a monthly basis. The provisions of this Subsection 2(d) apply regardless of the cause of overage, even if caused by hacker activity or other third party actions.

(e) ColoServe may require that Customer maintain a valid credit card on file at all times. In such case: (i) ColoServe may charge such card for Service fees or other fees on the first business day prior to any payment due-date; and (ii) Customer will update credit card information as necessary in the Customer Portal. ColoServe may interrupt Service if any charge attempt is denied.

(f) A Returned check will constitute a material breach of this Agreement, and Customer will incur a $50.00 returned check charge, as liquidated damages. Such liquidated damages compensate ColoServe for administrative expenses related to returned checks. If ColoServe concludes, in its sole discretion, that Customer's account reflects a pattern of repeated late, bounced, or incomplete payments, ColoServe may require payment via wire transfer or direct deposit.

3. TERMINATION.

(a) This Agreement will continue until terminated by either party pursuant to the procedures set forth in this Section 3.

(b) Customer may terminate this Agreement on thirty (30) days' advanced written notice. However, if Customer's Signup designates an annual or other commitment period (a **"Commitment Period"**), termination will not become effective until the end of such Commitment Period.

(i) Customer will provide notice of termination through the online cancellation form in the Customer Portal, and if terminating pursuant to the SLA, will state: "termination per SLA." ColoServe is not required to refund any payments in the event of termination by Customer except as specifically set forth in Subsection 2(a)(ii) above.

(ii) Upon completion, Customer and ColoServe may renew a Commitment Period by written agreement.

(iii) Notwithstanding the foregoing, termination pursuant to the SLA (as defined in Subsection 5(a) below) does not require advanced notice and may become effective during a Commitment Period.

(c) ColoServe may terminate this Agreement for convenience as of end of Customer's Commitment Period, or at any time in the absence of a Commitment Period. ColoServe will provide thirty (30) days' advanced written notice of any termination for convenience. Upon such termination, ColoServe will refund any amounts paid pursuant to a Prepayment Plan for Service not yet provided.

(d) In the event of any breach of this Agreement, including without limitation any breach of the provisions of the AUP (as defined in Subsection 4(a) below) or of the payment obligations set forth in Section 2, ColoServe may terminate the Service, any portion thereof, or this Agreement, without advanced notice. ColoServe is not required to refund any fees paid or prepaid after such termination.

4. ACCEPTABLE USE & PRIVACY.

(a) Customer represents that it has read ColoServe's acceptable use policy (**"AUP"**) and its privacy policy (**"Privacy Policy"**), currently posted at https://www.rackspace.com/information/legal/aup and https://www.rackspace.com/information/legal/privacystatement, respectively. The AUP and Privacy Policy are hereby incorporated into this Agreement, and both parties will adhere to each. Without limiting the generality of the foregoing, Customer will not allow the Service or Closure equipment to be used for activities prohibited by the AUP. Third party violations of the AUP using Customer's Service, including any IP addresses, points of access to the Internet, systems, software, or equipment assigned to or belonging to Customer, will be considered violations by Customer.

(b) Without limiting the generality of the provisions of Subsection 4(a) above, Customer will not allow the Service or ColoServe equipment to be used for activities prohibited by the AUP. Third party violations of the AUP using Customer's Service, including any IP addresses, points of access to the Internet, systems, software, or equipment assigned to or belonging to Customer, will be considered violations by Customer.

(i) Notwithstanding any provision to the contrary in this Agreement, and without limiting any of ColoServe's rights or remedies, ColoServe may suspend Service in whole or in part without advanced notice in the event that ColoServe reasonably suspects an AUP violation. Reasonable suspicion pursuant to the preceding sentence includes, without limitation, a third party notice or claim that Customer's use of the Service infringes on third party rights, if such claim complies with ColoServe's policies for infringement notification. Suspension pursuant to this Subsection 4(b)(i) may continue so long as ColoServe reasonably suspects an AUP violation. ColoServe is not liable for any Service suspension authorized by this Subsection 4(b)(i), even if the suspected AUP violation did not occur.

(ii) Customer will reimburse ColoServe for any expenses incurred as a result of Customer's violation of the AUP, including without limitation investigation fees, not to exceed $500.00 per incident or claim investigated, and attorneys' fees. Investigation fees include fees of $75.00 per half-hour for each ColoServe staff-member. ColoServe may require payment of such fees by wire transfer.

(iii) ColoServe has no obligation to monitor the Service for AUP violations or for other illegal or improper conduct but may do so and may disclose information regarding use of the Service for any reason, including: to satisfy laws, regulations, or governmental, legal, or law-enforcement requests; to operate the Service properly; and to protect itself and its customers. ColoServe may grant law enforcement agencies access to its equipment, including equipment used to provide Service to Customer, and to both the Space and Customer's equipment.

(c) The Privacy Policy applies only to the Service and to ColoServe's Website. ColoServe is not responsible for use or misuse of data by any third party, including without limitation Customer or any other ColoServe customer.

5. SERVICE LEVELS & REMEDIES.

(a) ColoServe's standard service level agreement, posted at http://www.rackspace.com/information/legal/gogrid-uptime-sla (the **"SLA"**) is hereby incorporated into this Agreement.

(b) The SLA does not apply to Managed Services or Professional Services. In the event that any Managed Service fails to perform according to its specifications, including without limitation as a result of ColoServe's negligence or other fault, Customer's sole remedy for any resulting loss, and ColoServe's maximum liability, will be a refund of any fees actually paid for such Managed Service, for the period during which it failed to operate. Managed Services and Professional Services are provided with no guarantees of any kind, including without limitation guarantees regarding security, reliability, protection from attacks, or data integrity.

(c) ColoServe will not be liable for Service interruptions or any other Service failures except as specifically set forth in the SLA and in this Section 5. In the event that Customer is dissatisfied with the Service, Customer's sole remedies are those listed in the SLA and in this Section 5, or termination of this Agreement pursuant to the provisions of Section 3 above. Remedies listed in the SLA do not apply to any Service interruption authorized pursuant to this Agreement, and ColoServe will not be liable for any such interruption.

6. MAINTENANCE & SECURITY.

(a) ColoServe may interrupt Service to perform maintenance on ColoServe equipment or to address and/or mitigate the effects of security breaches, virus attacks, denial of service attacks, and other intentional interferences by third parties. ColoServe will exercise reasonable efforts to inform Customer before interrupting Service and to repair the Service promptly.

(b) Customer is responsible for maintaining security, for maintaining patches and disaster recovery systems, and for maintaining backups, except to the extent ColoServe specifically accepts such responsibility through provision of a Managed Service (subject to the limitations of liability in Subsection 7(c) and elsewhere in this Agreement). Customer will promptly report any Service failure to ColoServe via the online ticketing system in the Customer Portal. ColoServe is not responsible for providing physical access to or copies of software, data, or content stored on ColoServe's equipment under any circumstances and is not required to provide network access (i) after any termination or suspension of Customer's Service or (ii) in the event of hardware failure, abuse by hackers or other third parties, improper administration by Customer, or other interruption of network access.

(c) ColoServe is not required to reimburse any expenses Customer incurs for technology diagnosis or repair, including without limitation expenses for outside consultants.

7. WARRANTIES, DISCLAIMERS, & LIMITATIONS OF LIABILITY.

(a) No communication between Customer and ColoServe will create a warranty. As used in the previous sentence, "communications" include, without limitation, advice provided by ColoServe or any of its representatives, quotes and other documents included in Signup, and representations in any work order or other ordering document. Except to the extent specifically provided in the SLA (if any):

(i) ColoServe does not warrant that the Service will be uninterrupted, error-free, or free from viruses or other harmful components.

(ii) COLOSERVE MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(iii) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE SPACE AND THE FACILITY ARE PROVIDED "AS IS."

(b) COLOSERVE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. COLOSERVE'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE INJURY GIVING RISE TO THE CLAIM. THE LIABILITIES LIMITED BY THIS SUBSECTION 7(b) INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE.

(c) Except to the extent specifically provided in Subsection 5(b) above, COLOSERVE WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM ANY OF THE FOLLOWING OR FROM ANY COLOSERVE EFFORTS TO ADDRESS OR MITIGATE ANY OF THE FOLLOWING: (i) SECURITY BREACHES, INCLUDING WITHOUT LIMITATION EAVESDROPPING, THIRD PARTY ACCESS TO CUSTOMER DATA OR TO ASSIGNED COMPUTERS, THIRD PARTY ACCESS TO OR MISUSE OF PASSWORDS PROVIDED TO COLOSERVE, AND INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (ii) RELEASE OR EXPOSURE, FOR ANY OTHER REASON, OF PERSONALLY IDENTIFIABLE INFORMATION OR OTHER PRIVATE DATA, INCLUDING DATA BELONGING TO CUSTOMER'S OWN CUSTOMERS AND OTHER USERS; (iii) DENIAL OF SERVICE ATTACKS, VIRUSES, WORMS, AND OTHER INTENTIONAL INTERFERENCE BY THIRD PARTIES; (iv) LOSS OF DATA OR LOSS OF ACCESS TO DATA; (v) ACTIONS OF THIRD PARTIES, INCLUDING WITHOUT LIMITATION AGENTS OR CONTRACTORS OF COLOSERVE; (vi) ACTIONS OF COLOSERVE EMPLOYEES OUTSIDE THE SCOPE OF THEIR EMPLOYMENT; (vii) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR OTHER FAILURES OF PERFORMANCE OF THE SERVICE; (viii) THE ACCURACY, COMPLETENESS, AND USEFULNESS OF THE SERVICE; AND (ix) LOSS OF OR INJURY TO CUSTOMER EQUIPMENT. THE PROVISIONS OF THE PRECEDING SENTENCE APPLY, WITHOUT LIMITATION, TO LIABILITY FOR NEGLIGENCE, AND APPLY EVEN IF CUSTOMER PURCHASES MANAGED SERVICES OR PROFESSIONAL SERVICES ADDRESSING SECURITY, DATA INTEGRITY, DATA BACKUP, ATTACK PROTECTION, VIRUSES, SPAM, MONITORING, OR SYSTEM INTEGRITY. As used in the preceding sentence, "third parties" include other ColoServe customers.

(d) ColoServe's limitations and exclusions of liability set forth in this Section 7 and in this Agreement apply equally to ColoServe's officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies.

8. INDEMNITY.

Customer will defend and indemnify ColoServe (including its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies) from a claim by any of Customer's customers or users, or any other third party, arising out of or related to Customer's use, misuse, or failure to use the Service, including without limitation: (i) alleged Customer conduct that would breach this Agreement, including without limitation alleged infringement of intellectual property or privacy rights and other AUP violations; (ii) security breaches or other alleged faults in the Service, including without limitation faults listed in the SLA and faults leading to the release or exposure of personally identifiable information or other private data (whether such data belongs to Customer, to one of Customer's customers, or to other third parties); and (iii) any action taken by ColoServe as part of an investigation into a suspected violation of this Agreement or as a result of its conclusion that a

violation has occurred. Such Customer obligation includes payment of losses, expenses, damages, and costs, including without limitation attorneys' fees.

9. MISCELLANEOUS.

(a) All software, hardware and Internet protocol addresses provided by ColoServe are licensed to Customer temporarily and remain ColoServe's sole and exclusive property. Title and intellectual property rights to the Service are owned by ColoServe, its agents, suppliers, or affiliates or their licensors. Nothing in this Agreement transfers to ColoServe any copyright in, trademark on, or other ownership interest in any data or content of Customer posted at any website. ColoServe will not use Customer's name or trademarks on ColoServe's company Website or on any materials published and made available to the general public, unless it receives Customer's advanced written consent.

(b) The parties agree that the fees listed as liquidated damages in Subsections 2(c), 2(f), and elsewhere in this Agreement do not constitute penalties and are reasonable in light of the harm that will be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.

(c) All written communications to Customer will be deemed delivered if sent to the contact points provided to ColoServe at the time of order, or to such other contact points as Customer provides in writing. Customer will include a valid e-mail address with such contact points. All written communications to ColoServe and all fees will be mailed to 360 Spear St., Suite 200, San Francisco, CA 94105, unless ColoServe notifies Customer in writing of alternate contact information.

(d) ColoServe may revise this Agreement, including the AUP, the Privacy Policy, the SLA, and the standard provisions of any payment plan, from time to time by posting a new version on the ColoServe Website. Revised terms will become effective at the start of Customer's next Commitment Period or Prepayment Period, whichever is later, or in the absence of either, in thirty (30) days (collectively, Customer's **"Renewal Date"**). Customer will review the ColoServe Website for any such revised terms on or before each Renewal Date. Customer's continued use of the Service after any Renewal Date will constitute acceptance of such revised terms. This Agreement may not be revised or amended in any other way, except through a written contract executed by authorized representatives of both parties.

(e) This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. The parties hereby consent to the personal and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California.

(f) No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement will operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy.

(g) In the event of any conflict between this main body of this Agreement and any document incorporated by reference, or any ordering document or statement of work (including for Managed Services or Professional Services), this main body of this Agreement will govern.

(h) If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision will be construed so as to come as close as possible to its intended meaning, and the validity, legality, or enforceability of the remaining provisions will in no way be affected or impaired.

(i) This Agreement, including those documents incorporated by reference, embodies the final, full, and exclusive statement of the agreement between the parties, and supersedes all prior agreements, negotiations, representations, and proposals, written or oral, relating to its subject-matter.

10. THE SPACE, THE FACILITY, AND CUSTOMER EQUIPMENT

(a) Customer will: (i) place in the Facility only Underwriter's Laboratory certified equipment; (ii) label all its equipment with its name, telephone number, and e-mail address; and (iii) ensure at all times that its equipment is configured and run in compliance with manufacturer specifications, including without limitation specifications for power outlet, power consumption, cooling, and clearance. In the event that Customer installs equipment not authorized pursuant to the preceding sentence, Customer will remove it promptly after ColoServe's request, pursuant to such procedures as ColoServe designates, and ColoServe may charge for storage in the interim, in addition to such other remedies as ColoServe may have. ColoServe may, in its reasonable discretion, restrict the time for any installation, removal, maintenance, or modification of equipment, and Customer will honor such restrictions.

(b) Customer will honor all ColoServe rules and regulations for use of the Facility and Space. Customer will not sublicense the Space to any third party. Customer will be responsible for obtaining and maintaining all permits and approvals necessary for its use of the Space and of its equipment.

(c) Customer will not alter the Space or any cabinet, rack, cage, equipment, or fixture in the Facility, including without limitation ColoServe cabling and power supply, without prior written permission from ColoServe. Customer will not access or tamper with any equipment in the Facility other than its own. Customer will keep its Space clean and clear of debris, including without limitation equipment packaging.

(d) Customer will provide ColoServe with a list of all its personnel authorized to enter the Facility (**"Representatives"**), and ColoServe will have no obligation to grant admittance to anyone not so designated. Customer will provide such additional information regarding Representatives as ColoServe reasonably requests, including without limitation photo identification and criminal history.

(i) ColoServe may refuse access to the Facility to any Representative who violates Facility rules or otherwise behaves inappropriately or who creates a hazard of any kind in ColoServe's opinion. ColoServe is not required to provide Facility keys or access codes to any Representative not designated by Customer in advance or to any Representative refused pursuant to the preceding sentence. Customer recognizes that its Representatives will be required to leave a valid photo identification at ColoServe's front desk while in the Facility.

(ii) Customer represents and warrants that it and its Representatives will conduct any operations in the Facility in a safe and workmanlike manner, in accordance with industry standards for such activities. Customer and its Representatives will remain in the Facility only so long as necessary to attend to Customer's equipment and will park in the Facility's building only while attending to business in the Facility.

(e) Customer will inform ColoServe immediately of any emergency or other situation threatening injury to persons or property, including data (**"Emergency"**). In the event of an Emergency, Customer will immediately cooperate with and assist ColoServe as requested, including without limiting by modifying or suspending Customer's own activities. Without limiting the generality of the foregoing, in the event that ColoServe suspects a pending or current Emergency, ColoServe may, without limitation, rearrange, cut off from electricity, or remove Customer equipment. Customer will monitor equipment for audible alarms, promptly address any and all such alarms, including upon notification from ColoServe, and proactively maintain equipment so as to minimize audible alarms.

(f) After termination of this Agreement for any reason, Customer will remove any and all equipment, computer programs, and other property Customer has placed in the Space or elsewhere in the Facility (collectively, the **"Property"**), promptly after ColoServe so directs, and in any case within three (3) business days of termination. In the event that ColoServe does not provide access to the Facility,

Customer will make itself available at the entrance to the Facility or such other place as ColoServe reasonably designates, at such time as ColoServe designates, to receive the Property.

(g) In the event that Customer fails to pay any amount due under this Agreement, ColoServe may: (1) deny Customer further access to the Property, the Space, and/or the Facility, (2) hold the Property until Customer makes full payment, or (3) liquidate the Property and apply the funds generated to the amounts overdue. In the event that Customer fails to remove or receive the Property as required in Subsection 10(f) above, ColoServe may, as it sees fit and in its sole discretion, store the Property or dispose of it, including without limitation by selling, donating, or destroying it. ColoServe may charge for storage and may require reimbursement for any costs arising out of or related to disposition of Property pursuant to this Subsection 10(g).

(i) Customer hereby grants ColoServe a security interest in the Property to secure Customer's payment and performance of its obligations under this Agreement. Customer recognizes that such security interest is perfected by ColoServe's possession of the Property.

(ii) Customer will defend and indemnify ColoServe (including its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies), and hold ColoServe harmless, from any third party claim arising out of or related to storage, disposal, sale, donation, destruction of, or damage to either the Property or any data stored therein or connected therewith, or any other ColoServe action taken in furtherance of its rights pursuant to this Section 10. Such Customer obligation includes payment of losses, expenses, damages, and costs, including without limitation attorneys' fees.

(h) Customer recognizes that ColoServe is not in the storage business and so may charge storage fees in excess of commercial rates as compensation for the burdens and inconveniences connected to storage of Property pursuant to Subsection 10(a) or 10(g). ColoServe will have no liability for damage to or total loss of such Property or any data stored thereon.