



MASTER SERVICE AGREEMENT

Digital Millennium Copyright Act (DMCA)

This Digital Millennium Copyright Act Policy (DMCA) is incorporated by reference in your Master Service Agreement with CyberOne Data, LLC.

At its sole discretion, CyberOne Data, LLC may suspend or terminate this Agreement, with or without notice, if Client violates any terms and conditions of CyberOne Data, LLC's Service Level Agreement (SLA) and/or Terms of Service (TOS). If terminated, no refunds will be made for pre-paid services.

1. Overview: CyberOne Data, LLC is dedicated to protecting the source and distribution of information and protecting the rights and privileges of those utilizing the Internet including the storage, distribution and exchange of information (content). CyberOne Data, LLC has no intent on acting as the content police; our duty in the process of information dissemination is simply to act as conduit between interested parties. Notwithstanding anything found herein, CyberOne Data, LLC strives to follow all local, state and federal laws pursuant to the services delivered over the Internet and directly related to our network and internal systems. CyberOne Data, LLC takes the protection of copyright seriously. Under the DMCA, we have an obligation to respond to any claims of infringement that comply with the form prescribed by law, and to remove access to any infringing content that is not disputed with a valid counter claim. If you have a DMCA complaint you would like to file with us, please follow the guidelines available here: https://www.law.cornell.edu/uscode/text/17/512#c_3.

2. Infringement Claims: CyberOne Data, LLC will respond to DMCA infringement claims that follow the form prescribed in the law for complaints. *Note: Customer can be held liable for misrepresenting as a copyright holder.*

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. 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.
- c. 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.
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- e. A statement that the complaining party has 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.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

3. Damages: CyberOne Data, LLC reserves the right to charge \$50 for the 1st incident. Subsequent/repeat offenses will incur increased violation fees in \$25 increments.

4. Reporting Violations of the Digital Millennium Copyright Act Policy: To report suspected DMCA violations, contact abuse@cyberonedata.com.