

Platform Lab Usage Agreement
2007.XX.XX ClientName Customer Agreement

This Agreement is entered into as of the XX^h day of XXXX 2007, between TechColumbus, an Ohio nonprofit corporation, doing business as Platform Lab (“Platform Lab”) and Client Legal Name, (the “Company”).

RECITALS

A. To assist businesses who can benefit from access to high-speed computer systems, Platform Lab, in cooperation with the Ohio Supercomputer Center (“OSC”), leases office facilities and provides computer hardware, computer software, and access to high-speed computer networks. (The hardware, software, and access to high-speed networks are referred to collectively herein as the “System.”)

B. The Company desires to enter into this Agreement to use the Facilities and the System for a purpose that is substantially related to the business of the Company.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM. The TERM of the agreement shall be for the time period as specified in the supporting exhibit A for this agreement.

2. FEES. The FEES and terms of payment associated with the agreement Deliverables for the TERM of the agreement shall be as defined in the supporting exhibit A for this agreement. Deliverables are as specified in Exhibit A.

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3. SERVICES. At the Company's request, Platform Lab will provide consultation, advice, and special technical assistance ("Services"). The Services requested and the cost of such Services are specified in Exhibit A. Services are provided at Platform Lab's convenience and only during the week-day hours of 8 a.m. to 5 p.m.

4. FACILITIES. Platform Lab hereby leases to the Company an office, as designated by Platform Lab, that is at least 300 square feet and that is located on the premises of Platform Lab, at 1275 Kinnear Road, in Franklin County, Columbus, Ohio ("Facilities"). Included in the Facilities lease is basic office furniture and a single digital phone line for local telephone service only. The Facilities will be suitable for the Company's use as a temporary office and in particular for the Company's work with the System. Platform Lab will provide the Company with a secure access code that allows the Company to access the Facilities during the Term. Platform Lab will also provide external access devices (keys, keycards) and identification badges to the signatory of this agreement and up to six personnel identified and authorized by Company in writing to the Platform Lab prior to Term. Company agrees to pay the total cost of external key reconfiguration for 1275 Kinnear Road if external access devices and badges are not returned within 5 business days of the end of Term. The Company has the right to exclusive and undisturbed use of the Facilities during the Term, except that in the event of an emergency, Platform Lab may enter the Facilities without notice to the Company.

5. NETWORK CONNECTIVITY. Platform Lab will provide external network connectivity in accordance with minimum performance terms specified in Exhibit A. Platform Lab will provide computer hardware configured in accordance with the Company's specifications ("Hardware") as set forth on Exhibit A which is attached to this Agreement and incorporated herein by reference. The Hardware will be in good working order and ready for the Company's use at the commencement of the Term. The Company will use the Hardware only for its intended purpose under this Agreement and will not remove the Hardware, in part or in whole, from the Facilities at any time. The Company will reimburse Platform Lab for any Hardware missing at the end of the Term. Upon reaching the end of Term, Company agrees that Hardware will be reinitialized within 24 hours following the end of the Term.

6. SOFTWARE. Platform Lab has a license to use the software, including any supporting data, necessary to access the networks to run high-speed computer programs ("Software"). Platform Lab hereby grants to the Company a limited, nonexclusive, and nontransferable right to use the Software, solely for the business purposes of the Company in accordance with the terms of this Agreement. The Company will not copy, in whole or in part, modify, reverse compile, create derivative works of, or retain the Software. The Company agrees, further, to comply with the restrictions on use of the Software set forth in Exhibits C and D attached and incorporated herein by reference and will reimburse Platform Lab the full amount of any penalties incurred during the Term by Platform Lab for the Company's misuse of or damage to the Software, including, in case of total loss, the full commercial replacement cost of the Software.

7. TECHNICAL SUPPORT. During the Term, Platform Lab will provide technical support for the Company's use of the System at the levels agreed upon by the parties and described in Exhibit A ("Technical Support"). Platform Lab will provide Technical Support only for the System as specified in Exhibit A and is not responsible for support of equipment or software imported by the Company.

8. EXTENSION OF TERM. Upon notice to Platform Lab, the Company may extend the Term of this Agreement in accordance with the policies and the rates set forth in Exhibit B attached hereto and incorporated herein by reference. An extension is subject to the availability of the Facilities and System as determined by Platform Lab in its sole discretion. Platform Lab will accept or reject any request for an extension within one business day of receipt of written notice. All of the terms and conditions of this Agreement apply to any extension of the Term.

9. CONTINGENCIES. There are no contingencies for this agreement.

10. TERMINATION OF THE AGREEMENT. Either party may terminate this Agreement at any time upon default by the other party, or the parties may terminate this Agreement at any time by mutual consent. If the Company terminates this Agreement for any reason other than a default by Platform Lab, the Company will forfeit any payments made to Platform Lab, except as specifically noted in Exhibit B. If, for any reason, either Platform Lab or the Company terminates this Agreement before the end of the Term or the end of any renewal term, the Company's occupancy and use of the Facilities and System will end as of the time of termination. At termination, whether before or at the end of the Term, the Company will vacate the Facilities and will remove from the Facilities any and all property rightfully belonging to the Company, including the Company's software. The Company will leave the Facilities and System in the same condition and in as good working order as the Company found them at the beginning of the Term, except for normal wear and tear. If either party terminates this Agreement before the end of the Term, the terminating party will give the other party notice of the termination in writing.

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11. USE OF THE FACILITIES AND SYSTEM. The Company will use the Facilities and System only as authorized by Platform Lab and solely for its business purpose in accordance with this Agreement. The Company will not use the System or Facilities for any unlawful purpose, for any purpose deemed hazardous by Platform Lab or Platform Lab's insurer, or for any other purpose not related to the Company's business. The Company will conform to and obey all laws, ordinances, rules, regulations, requirements, or orders of any federal, state, or local governmental agency having jurisdiction over the use of the Facilities or System and will conform to all rules and regulations established by Platform Lab with respect to access and use of the Facilities, System, and Services. The Company will not remove from the Facilities any property of Platform Lab or OSC, including the Hardware and the Software.

12. LOSS OR DAMAGE TO FACILITIES OR SYSTEM. The Company will pay or reimburse Platform Lab at Platform Lab's full replacement cost for any and all loss or damage to the Facilities or the System, reasonable wear and tear excepted, caused by or arising out of the acts or failures to act of the Company, its officers, directors, employees, or agents in using the Facilities or System, whether such acts or failures to act are accidental, negligent, or intentional. The Company shall pay or reimburse Platform Lab for such loss or damage within 30 days of receipt of an invoice.

13. CONDITION AND MAINTENANCE OF THE SYSTEM. The Company and Platform Lab will participate in a check of the System immediately before and immediately following the Term. At the beginning of the Term, the Company will verify that the System is in satisfactory condition and good working order for the Company's intended use by initialing the appropriate space on Exhibit A. At the end of the Term, the Company will acknowledge notice of Platform Lab's evaluation of the Facilities and the System by initialing the appropriate space on Exhibit A. During the Term, Platform Lab will maintain the System in good working order at no cost to the Company, except as provided in Section 11 of this Agreement.

14. SYSTEM FAILURE. Subject to Section 11 above, if the System fails to operate as promised in this Agreement, the Company will immediately notify Platform Lab, and Platform Lab will repair or replace the System, in part or in whole, as necessary to restore it to operation. If Platform Lab is unable to restore the System to operation within two (2) hours of the time the Company reports a failure, Platform Lab will, at Platform Lab's discretion, either extend the Term of this Agreement for an additional period equal to the number of hours, in excess of two (2) hours, that the System was unavailable for the Company's use, or Platform Lab will credit the Company an amount equal to the per hour fee (based on the Fee set forth in Section 9) for each hour that the System was unavailable for the Company's use. Such extension of the time or such credit shall be Platform Lab's only liability to the Company for System failure. Subject to the foregoing, PLATFORM LAB SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR EXPENSE TO THE COMPANY (a) FOR SYSTEM INOPERABILITY OR TECHNICAL MALFUNCTION, (b) FOR OTHER UNAVAILABILITY OF THE SYSTEM, OR (c) FOR CORRUPTION OR LOSS OF THE COMPANY'S DATA.

15. PROPRIETARY RIGHTS. Subject to the foregoing, Platform Lab grants no licenses, express or implied, under any patent, copyright, trademark, or other proprietary rights to the Company.

16. LIMITATION OF LIABILITY. Platform Lab has no liability for any claim based upon or related to the operation or use of the Software with equipment, devices, or software other than the Hardware or Software. Platform Lab has no liability for any claim based upon or related to the alteration or modification of the System or any component of the System. The Company assumes all liability for Company information left on the System following the Term. In the event that Platform Lab is adjudged by a court with proper jurisdiction to be liable with respect to any matter relating to or arising in connection with this Agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort, or otherwise, the amount of damages recoverable against Platform Lab for all events, acts, or omissions shall not exceed the amount of fees paid to Platform Lab for the use of the Facilities, System, and Services. IN NO EVENT SHALL THE MEASURE OF DAMAGES INCLUDE, NOR WILL PLATFORM LAB BE LIABLE FOR, ANY AMOUNTS FOR LOSS OF INCOME, PROFIT, OR SAVINGS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES. The Company must bring any such action or claim within one year of the date the action or claim was or should have been discovered.

17. LIMITATION OF WARRANTIES. Platform Lab offers the Services, System, and Facilities as a service to the Company. Except as expressly stated herein, PLATFORM LAB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FACILITIES, THE SYSTEM, OR THE SERVICES, THE CONSEQUENCES OF USING THE FACILITIES, THE SYSTEM, OR THE SERVICES, OR ANY BENEFIT THAT MAY ACCRUE TO THE COMPANY AS A RESULT OF USING THE FACILITIES, THE SYSTEM, AND THE

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SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

18. INDEMNIFICATION. The Company hereby agrees to indemnify and hold Platform Lab and its directors, officers, employees, and agents harmless from and against any and all third party claims, costs, damages, losses, or expenses (including reasonable attorney's fees) arising out of or relating to or connected with the Company's use of the Facilities, System, or Services provided under this Agreement, except where the relevant action arises out of or has been caused by the willful misconduct or gross negligence of Platform Lab or its directors, officers, employees, or agents. The Company shall also indemnify and hold Platform Lab and its directors, officers, employees, and agents harmless from and against any and all claims, costs, expenses, losses, or damages for all acts undertaken by Platform Lab for or on behalf of the Company which Platform Lab has taken in good faith and within the scope of its authority.

19. INDEPENDENT CONTRACTORS. The parties to this Agreement are independent contractors. Nothing contained herein or done pursuant to this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or participants in joint ventures.

20. CONFIDENTIALITY. "Confidential Information" means the nonpublic information of either party. Confidential Information does not include information (1) that becomes available to the public without either party's breach of an obligation owed to the party whose information is made public, (2) that is in the non-disclosing party's possession prior to disclosure by the disclosing party, (3) that the non-disclosing party receives from a source, other than the disclosing party or its employees, agents, or contractors, who has the right to disclose without breach of an obligation owed to the disclosing party, and (4) that is independently developed by the non-disclosing party without breach of this Agreement. Neither party shall disclose Confidential Information to anyone, except (1) to those of its employees with a need to know to carry out this Agreement or (2) to a court or regulatory agency in accordance with a judicial or other governmental order. All Confidential Information is and remains the property of the party who owns it, and each party will return any Confidential Information, in whatever form, of the other party upon termination of this Agreement. Each party shall notify the other party immediately upon its discovery of any unauthorized use or disclosure of Confidential Information. This provision will survive termination of the Agreement.

21. NO WAIVER. The failure of either party to this Agreement to insist upon performance of any of the terms, covenants, and conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of any such terms, covenants, and conditions, but the same shall be and remain in full force and effect. The express waiver by either party of any provision, condition, or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

22. MODIFICATION. Except as otherwise provided, no alteration, amendment, waiver, cancellation, or any other change in any term or condition of this Agreement will be valid or binding on either party unless the parties have mutually assented to such modification, alteration, amendment, waiver, or cancellation in writing signed by a duly authorized representative of each party.

23. ASSIGNMENT. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party will assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party.

24. GOVERNING LAW. This Agreement is governed by and construed in accordance with the laws of the State of Ohio without reference to its conflicts of laws rules.

25. SEVERABILITY. If any term or provision (other than a term or provision relating to any payment obligation) of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby and will be valid and enforceable to the extent permitted by law.

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26. NOTICES. All notices or other communications required or permitted under this Agreement will be deemed to have been given if delivered personally to the applicable party at the address for such party set forth below or telecopied to the applicable party at the fax number for such party set forth below or mailed to the applicable party at the address for such party set forth below:

Service: Platform Lab
c/o TechColumbus
1275 Kinnear Road
Columbus, OH 43212-1155
Attn.: Steve Clark
Telephone: 614-675-3714 Fax: 614-487-3704
E-mail: sclark@techcolumbus.org

Client: Client Legal Name
Street Address
City, ST, ZIPPP
XXX-XXX-XXX
Attn: Contracts Dept
Email: ??????@clientname.com

Either party may change its name, address, fax number, or telephone number for receipt of notice as set forth in this Section 22 from time to time by giving notice thereof to the other party in accordance with the foregoing. All notices or other communications required or permitted under this Agreement will be effective (i) if delivered personally, upon delivery, (ii) if delivered by telecopy, upon confirmation of receipt by the receiving party, or (iii) if deposited in and sent by certified U.S. mail, 3 days after such deposit.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the Facilities, the System, and the Services and will supersede all previous negotiations and commitments, both oral and written.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed and delivered this Agreement as of the day and year first above written.

Witnessed:

PLATFORM LAB:

By: _____

Its: _____

Date: _____

THE COMPANY:

By: _____

Its: _____

Date: _____

Schedule of Deliverables - EXHIBIT A

COMPUTER HARDWARE SPECIFICATIONS AND SERVICE LEVELS

Platform Lab Customer Agreement

Configuration Specifications and Service Levels for: **Client Name**

Project Leader and primary point of contact: **Project Manager XXX-XXX-XXXX
projectmanager@clientname.com**

Term: The Company's Term in the Platform Lab will commence at 8:00 AM of **XX/XX/2007** and end at 7:59 AM of **XX/XX+7/2007**.

- 1. Fees:** The Company agrees to pay a total fee of **\$XX,XXX.00** in exchange for the above one (1) week term in Platform Lab. The Company will be billed 100% of the Fee within three days for execution of this agreement. Invoice terms will be due net 30 days
- 2. Deliverables:** Subject to signed acceptance by the Company in the form an addendum to this agreement, Platform Lab may substitute compatible Hardware for Hardware specified in this Exhibit A.

The Deliverables for this term shall include:

1) Logical Name	Load Server #1
Platform #107	HP Proliant DL380 G4
Processor:	2 x 3.0 GHz dual core
Hard disk:	146 GB
Memory:	12 GB
O/S:	MS Windows 2000 Advanced Server – latest patches
Other:	NIC 10/100/1000
Other:	Connected to Network #7

2) Logical Name	Load Server #2
Platform #108	HP Proliant DL380
Processor:	2 x 3.0 GHz dual core
Hard disk:	146 GB
Memory:	12 GB
O/S:	MS Windows 2000 Advanced Server – latest patches
Other:	NIC 10/100/1000
Other:	Connected to Network #7

3) Logical Name Load Server #3
Platform #109 HP Proliant DL380
Processor: 2 x 3.0 GHz dual core
Hard disk: 146 GB
Memory: 12 GB
O/S: MS Windows 2000 Advanced Server – latest patches
Other: NIC 10/100/1000
Other: Connected to Network #7

4) Logical Name Load Server #4
Platform #110 HP Proliant DL380
Processor: 2 x 3.0 GHz dual core
Hard disk: 146 GB
Memory: 12 GB
O/S: MS Windows 2000 Advanced Server – latest patches
Other: NIC 10/100/1000
Other: Connected to Network #7

5) Logical Name Load Server #5
Platform #111 HP Proliant DL380
Processor: 2 x 3.0 GHz dual core
Hard disk: 146 GB
Memory: 12 GB
O/S: MS Windows 2000 Advanced Server – latest patches
Other: NIC 10/100/1000
Other: Connected to Network #7

6) Logical Name Switch
Network #7 Cisco 3560 Gb Switch
CAT6 connected to PL#1-PL#5

7) Logical Name VPN
Details below

8) Logical Name Bandwidth
15 Mb Internet connectivity for 5 non-specific days during term.

9) No Test Pod – remote access only

Appropriate monitors, keyboards, mice, cables, and wires shall be provided to connect these devices. In the event that the Company requires technical assistance in the lab during the term it is advised to contact Platform Lab at 614-675-3711 x2.

Special Software Instructions

Platform Lab staff will load operating systems. Client will load testing software remotely.

Special Networking Requirements

Additional bandwidth is available on demand at a cost of **\$12** per Mb, per day. Additional bandwidth and bandwidth adjustments may only be requested during standard business hours.

15 Mb Internet connectivity per day for 5 non-specific days during term.

Networking Access Requirements

Client has **requested/declined** VPN access to the test infrastructure at Platform Lab.

- The Client IP address is : **pending**
- The Platform Lab IP address is : **pending**
- Note: External network access through VPN connection or remote desktop must be tested by Company from the remote site at least four business days prior to first scheduled use in the term to ensure availability. Upon successful validation, Company will inform Platform Lab in writing or electronic mail. If pre-use access validation is not confirmed, client may be liable for delays and additional charges resulting from configuration alteration at time of first use.
- Platform Lab assumes that the Company may alter the required physical and programmable network topology for this configuration using the deliverables defined within this Exhibit A and may add its own equipment and software.

Technical Support Level

Systems will be maintained in an operable manner as configured for delivery. Best efforts will be made to repair or replace failing equipment in a timely manner. Technical support is available 8:00am to 5:00pm Monday through Friday. For technical assistance during the term the Company is advised to call 614-675-3711 x2.

The Company shall be responsible for equipment, software, and other items that it adds to these deliverables as well as the related technical support.

Technical Services

Platform Lab staff will provide on-call support service for the initial configuration, hardware failures and the first four hours of client term. Additional on-call support may be contracted for \$75/hour.

Building Access

Client will NOT receive external access key to TechColumbus to perform work 24/7 during the term.

EXHIBIT B

RESCHEDULING OF TERM, EXTENSION OF THE TERM AND EARLY TERMINATION

Rescheduling of Term

Once the Company agrees to a scheduled Term at Platform Lab, the Company may reschedule the Term, however the following conditions apply:

1. If Platform Lab receives written notification of Company desire to reschedule seven days or less prior to scheduled Term, the Company will pay Platform Lab, in addition to the Fee set forth in the Agreement, the amount of cost incurred to reset the specified Deliverables of Facilities and Systems for the rescheduled date. Cost will be determined by staff hours required to reset the configuration at \$50/hour.
2. If Platform Lab receives written notification of Company desire to reschedule after Platform Lab staff has completed configuration of specified Deliverables of Facilities and Systems, the Company may be subject to pay Platform Lab, in addition to the Fee set forth in the Agreement, the amount of cost incurred to reset the specified Deliverables of Facilities and Systems for the rescheduled date. Cost will be determined by staff hours required to reset the configuration at \$50/hour.
3. If Company reschedules Term, they are to reschedule specified Deliverables of Facilities and Systems in conjunction with Platform Lab technical staff in respect to current scheduled clients.

Extension of the Term

If the Company notifies Platform Lab of the Company's desire to extend the Term, the following conditions apply:

1. If Platform Lab must delay another party's scheduled use of the Facilities and System in order to extend the Company's Term, the Company's extension will be limited to a partial day, and the Company will pay Platform Lab, in addition to the Fee set forth in the Agreement, the amount of \$1,000 for such partial day's extension.
2. If another party's scheduled use of the Facilities and System cannot, in Platform Lab's sole determination, be delayed for the Company's extension, the Company will relinquish use of the System and vacate the Facilities upon demand by Platform Lab.
3. If the Company requests an extension in writing of the Term and such extension will not interfere with another party's scheduled use, the Company will pay a

pro-rated per day Fee based on the Fee set forth in Section 2 of the Agreement. The Company will pay for any partial day at the full day rate.

Early Termination

Notwithstanding anything to the contrary in Section 11 of the Agreement, if (1) the Company's payments for past use of the Facilities and System are substantial or (2) the Company's anticipated payments for use of the Facilities and System scheduled for a specific future date are substantial, the Company will not forfeit amounts paid in advance under the Agreement. Platform Lab will carry such amounts as a credit to be applied to charges for the Company's future use of the Facilities and System. For purposes of this paragraph, "substantial" means, in the case of past use, payments in the amount of at least \$20,000, and in the case of use scheduled for a specific future date, anticipated payments in the amount of at least \$10,000.

EXHIBIT C

SPECIFIC LIMITATIONS AND RESTRICTIONS

- 1) Unless otherwise expressly permitted, the Company shall not use the Software for production purposes.
- 2) Software provided by Embarcadero Technologies, including but not limited to ER/Studio, Rapid SQL, DBArtisan and Describe, is limited to the following uses: testing, demonstration, and product evaluation.
- 3) Software provided by Oracle Corporation may not be used for production purposes.
- 4) The average number of bytes in or out of the Facility during the 15-minute period of highest traffic per day between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, may not exceed 1 MB/second ("Bandwidth Limit") for more than one day per week. If the Company exceeds the Bandwidth Limit during the Term, the Company agrees to pay Platform Lab \$12 per day, per Megabit for each day the Bandwidth Limit is exceeded.

EXHIBIT D

OARNET GUIDELINES FOR INTERNET USE

As a network access provider, and not a content provider, OARnet is not in a position to, and does not, monitor the content of its customers' or its customers' customers' communications. As stated in OARnet's service contracts, however, OARnet does reserve the right to filter or block traffic or network access in cases where that traffic or access materially affects the operation of the network, is intended to obtain unauthorized access, causes a denial of service situation, or does not comply with any other provisions of the OARnet service contract (Agreement for Internet Service). OARnet also cooperates fully with all duly constituted law enforcement agencies in cases of violation of applicable law.

The following are applicable excerpts from the OARnet/Client Agreement for Internet Service:

Term and Termination

OARnet may terminate this agreement upon 10 days' notice for failure to pay invoices when due or immediately for material breach of any other term of this agreement. OARnet may temporarily suspend Organization's Internet connection if, and so long as, necessary (a) to prevent material network disruptions or interference or fraudulent or illegal activity, whether or not knowingly caused or permitted by Organization, or (b) to perform any necessary maintenance or service.

Use of the Internet Connection

Organization shall not knowingly cause or permit (a) material disruptions of or interference with network systems, users, services or equipment, (b) use of the Internet connection for fraudulent or illegal purposes, or (c) violations of any policy applicable to the network or other services accessed by means of the Internet connection. Organization may send and receive both commercial and non-commercial traffic over the Internet connection.

Compliance with Applicable Law and Other Obligations

Organization and its end users must comply with all laws, regulations, and policies applicable to their use of the Internet connection, including, without limitation, U.S. export laws concerning the transmission of technical data and other regulated materials by means of the Internet connection.

Please contact Platform Lab if you have any further questions or comments about these guidelines.