

BlueLock "Cloud Monkeys Use Case" Contest Terms and Conditions as revised June 15, 2010

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER. Void where prohibited or restricted by law.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN IMPORTANT TERMS, CONDITIONS, LIMITATIONS, AND WAIVERS THAT WILL BE BINDING ON YOU.

BY REGISTERING FOR THIS CONTEST [OR BY CLICKING THE "REGISTER" BUTTON], YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY.

COMPLETE OFFICIAL RULES

TERM. The BlueLock "Cloud Monkeys Use Case" Contest (the "Contest") begins at 0:00:01 Eastern Standard Time ("EST") on June 16, 2010 and ends at 23:59:59 EST on September 6, 2010 (the "Contest Period"). Sponsor's clock is the official time keeping device for this Contest. Sponsor reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest and these Terms and Conditions, for any reason, at any time and without any liability. Complete contest dates will be posted on the Site. Any changes in dates will be communicated on the Site.

ELIGIBILITY: The Contest is sponsored by BlueLock, LLC ("Sponsor" or "BlueLock") and is open and offered only to individuals who are age eighteen (18) or older and legal resident of the United States at time of registration, and who have accepted these Terms and Conditions (eligible "Entrant" or "You"). Each Entrant must be a former or current BlueLock vCloud Express registered user. Any Entrant who is not a former or current BlueLock vCloud Express registered user may become a BlueLock vCloud Express registered user at the time of entry, and may remain a BlueLock vCloud Express registered user without charge until the end of Phase One. BlueLock, its affiliates, subsidiaries, and their respective employees, officers, directors, shareholders, representatives, agents, consultants, contractors and their family members, are not eligible to participate and will be disqualified. The Contest is void where otherwise prohibited or restricted by law. BlueLock reserves the right to limit, or restrict upon notice, participation in the Contest to any person who fails to comply with these terms and conditions.

CONTEST ENTRY REQUIREMENTS & HOW TO ENTER: To enter the Contest, visit www.bluelock.com/cloudmonkeys (the "Site") and accurately and truthfully complete the online registration form available there, electronically accept these Terms and Conditions, and follow the instructions to complete and submit the Proposal Template outlining your Application for the BlueLock vCloud Application Contest (a "Proposal Template"). Entrants may submit a Proposal Template individually or as a part of a team. Each team may include up to three (3) members. An individual may not be a part of more than one team Entrant. A Proposal Template submitted by a team must designate one individual member as the team leader for contact and contest administrative purposes. The team leader shall be responsible for submitting the Proposal Template on behalf of the team. Each member of a team

must register and accept these Terms and Conditions or the team as a whole may be disqualified, in Sponsor's sole discretion.

Entrants must submit a completed Proposal Template to participate in Phase One. Entrants may use, but are not required to use, any publicly available resource when developing their proposal, including data sheets, SDKs, white papers or other documents available on www.bluelock.com. Each individual or team may submit one (1) or more Proposal Template. Each Proposal Template must describe a cloud-based application that is compatible with the vCloud Express product. Entrants are responsible for any costs or expenses associated with preparing and submitting a Proposal Template. Entrants selected to participate in Phase Two must submit a Recognition Video. A Proposal Template and Recognition Video (as defined herein) shall hereinafter collectively be referred to as a "Submission." Each Submission must be the original creation of the Entrant(s). Submissions may not be cancelled, removed or revoked by Entrant. Sponsor, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use any Submission. All Submissions suspected of violating intellectual property rights, or any local, state or federal law(s) will be ineligible. All Submissions must be in English. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Submissions. All information collected from Submissions shall be deemed collected and judged in the United States.

JUDGING CRITERIA: Phase One - Proposal Submission.

Proposal Templates will be reviewed by judges selected by Sponsor and its affiliates ("First Round Judging Panel"). Proposal Templates must be received by 11:59 pm EDT on July 2, 2010. Entrants submitting the first ten (10) qualified Proposal Templates that are received at the Site will be awarded a BlueLock Cloud Monkey Stuffed Animal. For team Entrants, the award will be given to the team leader unless Sponsor is otherwise directed in writing by the team leader.

The First Round Judging Panel and online voters using Use Case Picker (URL) will select up to five (5) Proposal Templates (each a "Finalist"). The Use Case Picker (URL) will allow online voters to vote for their favorite Proposal Templates. The online voting tool will make up 50% of the vote toward the five (5) Finalists. The First Round Judging Panel will make up the other 50% of the vote toward the five (5) Finalists. The First Round Judging Panel will evaluate Proposal Templates using the following judging criteria:

Cloud Applicability (30%)

*Is this submission something that was not possible without cloud-based services?

*Does the submission demonstrate a faster time to market using a public cloud rather than a conventional data center?

*Does the submission demonstrate greater value from being hosted by a cloud provider rather than with physical hardware?

Creativity / Innovation (30%)

*Is this entry something unique - has it been unavailable or hard to find up to now?

*Is this entry unconventional and use existing elements in new or surprising ways?

*Does this entry leverage other third-party services (for example, uniquely leverage the Twitter API or Facebook Application API)?

*Does the entry solve an existing problem?

Time Savings (20%)

*Can the entry be reproduced and re-created quickly in the public cloud?

*How quickly could other users leverage your solution?

*Was this entry faster to design and develop than with conventional, physical hardware?

*Does this submission make other people more efficient?

Cost Savings (20%)

*Could this solution be scaled up or down in a cost effective manner?

*Is the entry more cost-effective on a cloud infrastructure rather than a physical infrastructure?

*Does this solution make efficient use of metered resources?

Sponsor will announce the Finalists on or about July 26, 2010 on the Site and attempt to notify them individually by e-mail and/or Twitter (at Sponsor's discretion and using the information provided in the Registration). For team entries, only the team leader will be notified. In order to proceed to Phase Two, the Finalists must notify Sponsor of their willingness to proceed within five (5) business days of notification and satisfy other eligibility requirements as may be determined by the Sponsor. If a Finalist does not timely consent to proceeding to Phase Two and satisfy any eligibility requirements, an alternate may be selected.

Phase Two - Recognition Video Creation

Phase Two will begin on or about July 26, 2010 and last through Aug 20, 2010. Each Finalist will have approximately 14 calendar days to create and submit, with non-monetary assistance from the Sponsor, a recognition video of their Proposal Template in a online video submitted on YouTube and via email (the "Recognition Video"). Each Finalist Entrant will be sent a FlipCam to keep and use to create the necessary Recognition Video to demonstrate and describe the capabilities outlined in the Proposal Template. For team Entrants, the FlipCam will be provided to the team leader unless Sponsor is otherwise directed in writing by the team leader.

A Judging Panel (the "Second Round Judging Panel") will select one (1) grand prize winner from the Recognition Videos and Proposal Template submitted by the Finalists, based on the following criteria:

Cloud Applicability (30%)

*Is this submission something that was not possible without cloud-based services?

*Does the submission demonstrate a faster time to market using a public cloud rather than a conventional data center?

*Does the submission demonstrate greater value from being hosted by a cloud provider rather than with physical hardware?

Creativity / Innovation (30%)

*Is this entry something unique - has it been unavailable or hard to find up to now?

*Is this entry unconventional and use existing elements in new or surprising ways?

*Does this entry leverage other third-party services (for example, uniquely leverage the Twitter API or Facebook Application API)?

*Does the entry solve an existing problem?

Time Savings (20%)

*Can the entry be reproduced and re-created quickly in the public cloud?

*How quickly could other users leverage your solution?

*Was this entry faster to design and develop than with conventional, physical hardware?

*Does this submission make other people more efficient?

Cost Savings (20%)

*Could this solution be scaled up or down in a cost effective manner?

*Is the entry more cost-effective on a cloud infrastructure rather than a physical infrastructure?

*Does this solution make efficient use of metered resources?

Sponsor will announce the winner on or about September 6, 2010.

PRIZE(S): One (1) Grand Prize: iPad 64GB; and Five (5) Second Prizes: FlipCams (one to each Finalist).

Only one prize will be awarded per team or individual Entrant. For team Entrants, the prizes will be provided to the team leader unless Sponsor is otherwise directed in writing by the team leader. Winners will be notified by e-mail and/or Twitter (at Sponsor's discretion using the information provided in the Entry). Any shipping costs incurred in delivering a prize to an address outside of the continental United States shall be the responsibility of the Entrant.

ALL DECISIONS OF THE FIRST ROUND JUDGING PANEL AND SECOND ROUND JUDGING PANEL ARE FINAL, NON-APPEALABLE AND BINDING.

Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein.

CONTENT TERMS OF SUBMISSION: Proof of a submitted Submission (or portion thereof) does not constitute proof or evidence that Sponsor received the Submission (or portion thereof) within the Contest Period or other relevant time frame, or that the Submission (or portion thereof) is otherwise eligible for the Contest. Sponsor reserves the right to disqualify and/ or remove any Submission or Entrant within its sole and absolute discretion. Nothing in these Terms and Conditions shall require BlueLock to monitor or edit the Site or any Submission for offensive or otherwise objectionable content. Notwithstanding the foregoing, BlueLock may reject from the Contest any Submission or portion thereof which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of the Site Acceptable Use Policy or that otherwise falls short of Sponsor's standards. All Entrants shall use the Site according to these Terms and Conditions and the Site Acceptable Use Policy.

REPRESENTATIONS AND WARRANTIES:

You represent and warrant as follows:

* all registration information is complete, accurate and truthful;

* no person or entity (including your employer) other than you has any right, title or interest in any part of your Submission;

* no other party is entitled to claim royalties from the use of the Submission;

* each Submission, the use thereof by Sponsor, or the exercise by Sponsor of any of the rights granted by you under these Terms and Conditions, does not and will not infringe or violate any rights of any third party or entity, including, without limitation patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;

* your entire Submission is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted hereunder; .

* your Submission does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;

* you will not upload, submit, post or otherwise transmit any Submission or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware; and

* you are not submitting any confidential, proprietary, or trade secret information.

LICENSES:

Entrant grants to BlueLock, its affiliated companies, their successors, assigns and agents, a worldwide, perpetual, irrevocable, royalty-free, fully paid up, non-exclusive license under all of Entrant's Intellectual Property Rights (as defined below) to:

(a) review, assess, test, evaluate, analyze or otherwise consider the Submissions and any other information provided for the Contest;

(b) use, make and have made, import, reproduce and have reproduced all or any part of the Submissions;

(c) revise, alter, modify, improve or otherwise make derivative works of the Submissions;

(d) publicly perform or publicly display the Submission on BlueLock internal or external websites or publication in marketing materials or any other collateral advertising or promoting this Contest;

(e) distribute, market, sell and offer to sell, or provide support for, any part of the Submissions as a stand-alone product(s) or as incorporated into, or in connection with, or for use with, any product by any means now known or developed in the future, through multiple tiers of distribution, including, without limitation, resellers, distributors, VAR's and OEM's, to end users or directly to end users, and to sublicense and authorize the granting of sublicenses of all of the license rights granted to BlueLock in this Section (e) to BlueLock's suppliers, contract manufacturers, affiliates and others designated by BlueLock.

"Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

You waive all claims to and shall receive no royalties of any kind, now or in the future, from Sponsor, its affiliates, licensees, successors and assigns for use of your Submission. No Submission will be received or held "in confidence" and under no circumstance will your submittal of a Proposal Template or Recognition Video create a confidential relationship or obligation of secrecy between you and BlueLock or between you and any other party. Entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Submissions. Entrant acknowledges that BlueLock may currently or in the future be developing information internally, or receiving information from other parties, that is similar to your Submission. Accordingly, nothing herein shall prohibit BlueLock from independently acquiring, developing, or having developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Submission. You recognize that other persons or entities may have provided Sponsor or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Submission. You acknowledge and agree that Sponsor shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Sponsor's use of such materials. In the event that your Submission is identical or similar to the Submission of another Entrant, Sponsor reserves the right to score one Submission higher than the other subject to the judging criteria set forth above and at the sole discretion of the Judging Panel.

TAX CONSIDERATIONS: Winner is solely responsible for any local, provincial, state, federal or any other applicable taxes, and any other costs, expenses and fees connected with the prize. Entrant must provide tax related documentation as requested by the Sponsor to meet its tax reporting obligations.

AFFIDAVITS AND RELEASES: Potential winners will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility and Release of Liability, for receipt by Sponsor within five (5) calendar days of the date such Affidavit and Release are dated. In the event of noncompliance with these Terms and Conditions, if potential winner cannot be reached using the contact information provided on the Proposal Template on or within two attempts, or if the prize winner notification is returned as unclaimed or undeliverable, the prize will be forfeited and an alternate potential winner may be selected. Prizes are not assignable or transferable in whole or in part. No prize substitutions allowed, in whole or in part, except the Sponsor reserves the right to substitute a prize of comparable value.

VERIFICATION/AUDIT: Entrant understands and agrees that BlueLock may (but is not required to) verify, audit or otherwise confirm Entrant's identity, registration information or other information relating to any Entrant or Submission that may aid Sponsor select Contest winner(s). Entrant hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with BlueLock throughout the duration of the Contest. BlueLock, in its sole and absolute discretion, may suspend, remove or otherwise eject any Entrant suspected of providing false, misleading or other information that may fail to comply with these Terms and Conditions, the Site Acceptable Use Policy or any other Contest rules or regulations.

GENERAL CONDITIONS: Entrants may be asked to participate in BlueLock internal and external promotional activities related to the Contest including, but not limited to Video blogs, VoDs, Telepresence sessions, blogs and webcasts. Entrant grants permission to Sponsor and its authorized representatives to use his/her name, address (city and state/province/territory), photograph, voice, and/or other likeness for advertising, trade and promotional purposes directly related to this Contest, without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. Entrants shall at all times comply with the Authorized Usage Policy on and for the Site. Personal data will be processed in accordance with BlueLock's Privacy Policy which can be found at <http://www.bluelock.com/legal/>. Following the Contest Period, BlueLock shall not be required to retain records of any Submissions. Entrants should direct any request to access, update, or correct information to Sponsor. Sponsor is not responsible for human error, theft, destruction, or damage to Submissions, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any Entrant who, in Sponsor's sole discretion: (i) is not in compliance with these Terms and Conditions, (ii) tampers with the entry process, the Contest, or the Site; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall not be liable to a winner or any other person for failure to supply the prize or any part thereof, by reason of the prize becoming for reasons beyond the reasonable control of Sponsor unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control.

Neither Sponsor, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any

such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Submissions, in whole or in part, or other factors beyond their reasonable control. Once submitted, an entry cannot be deleted or cancelled. Except in cases of death or personal injury caused by negligence, Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Sponsor, will be disqualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE CONTEST, IF APPLICABLE). Any Entrant BlueLock suspects of attempting to circumvent the Terms and Conditions of this Contest, including but not limited to using false e-mail and/or addresses, multiple identities or other fraudulent or deceptive entry methods, may be disqualified. In the event of a dispute as to the source of any Submission, the authorized account holder of the email address used to enter will be deemed to be the person making the Submission. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

LIMITATIONS OF LIABILITY AND RELEASE: ENTRANTS AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, ATTORNEYS, ADVISORS, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE AND/OR FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH OR DAMAGE TO PROPERTY. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

CHOICE OF LAW: This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Indiana and the United States, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions shall be the state courts of the State of Indiana, Marion County, or the United States District Court for the Southern District of Indiana, Indianapolis Division, and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred,

including costs associated with participating in this Contest, but in no event attorneys' fees. ENTRANTS HEREBY WAIVE ALL RIGHTS TO (i) CLAIM OR BE AWARDED ANY PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND (ii) TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING FOR WILLFUL PATENT INFRINGEMENT.

WINNERS LIST: For a list of prize recipients, contact Sponsor by mail at the address below addressed to attention: Cloud Monkeys Use Case Winner's List Request for receipt after September 6, 2010, or please check the Site after September 6, 2010 for a list of prize recipients' names.

SPONSOR: BlueLock, LLC, 6325 Morenci Trail, Indianapolis, IN 46268.