

Acceptable Use Policy

1. Master Agreement

HSP PERFOHOST, IXVAR INC. (PERFOHOST) and CUSTOMER have executed an Internet Services Master Agreement (the "Master Agreement"). The parties agree that the terms and conditions of the Master Agreement govern this ANNEX. In the event of any conflict between the terms of the ANNEX and the Master Agreement, the Master Agreement shall control. Capitalized terms used in this ANNEX shall have the same meaning as in the Master Agreement and vice versa unless otherwise defined herein.

2. Use of Services

2.1 CUSTOMER agrees to use PERFOHOST's Services only for lawful purposes, in compliance with all applicable laws.

2.2 Specific Activities that are prohibited include, but are not limited to:

- Threatening harm to persons or property or otherwise harassing behaviour.
- Violating Dutch export control laws for software or technical information.
- Fraudulently representing products/services using your account.
- Facilitating, aiding, or encouraging any of the above activities
- Spamming, hacking, Dos attacks.

2.3 Additional Activities are prohibited that appear in further sections of this AUP, including section 3 (Use of Material) and 4 (System Security).

2.4 PERFOHOST reserves the right to investigate suspected violations of this AUP. When PERFOHOST becomes aware of possible violations, PERFOHOST may initiate an investigation that may include gathering information from CUSTOMER involved and the complaining party.

2.5 During an investigation, PERFOHOST may block access at the router and/or switch level to CUSTOMER's equipment involved. PERFOHOST may also deny CUSTOMER's physical access to CUSTOMER's Equipment in the Datacenter. If PERFOHOST believes, in its sole discretion, that a violation of this AUP has occurred, it may take responsive action. Such action may include, but is not limited to, temporary or permanent blocking of access to CUSTOMER's equipment, denying CUSTOMER's physical access to CUSTOMER's Equipment and the suspension or termination of CUSTOMER's Services.

2.6 PERFOHOST, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this AUP could also subject CUSTOMER to criminal or civil liability. CUSTOMER of record is responsible for all use of the Services, with or without the knowledge or consent of CUSTOMER.

2.7 CUSTOMER of record is responsible for the login and password in case of suspected violation by CUSTOMER.

2.8 PERFOHOST Technical Support will ask for the login and a password in case of a suspected violation by CUSTOMER. CUSTOMER shall give PERFOHOST access to CUSTOMER's Equipment, for audit purposes.

3. Use of Material

3.1 Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using PERFOHOST services. CUSTOMER may also re-distribute materials in the

public domain. CUSTOMER assumes all risks regarding the determination of whether the material is in the public domain.

3.2 CUSTOMER is prohibited from storing, distributing or transmitting any unlawful material through PERFOHOST's Services. Examples of unlawful material include but are not limited to direct threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. CUSTOMER may not post, upload or otherwise distribute copyrighted material on PERFOHOST's or CUSTOMER's Equipment without the consent of the copyright holder. The storage, distribution, or transmission of unlawful materials could subject CUSTOMER to criminal as well as civil liability, in addition to the actions outlined above.

3.3 CUSTOMER may not store or distribute certain other types of material. Examples of prohibited material include, but are not limited to, programs containing viruses or Trojan horses and tools to compromise the security of other sites, tools used to collect email addresses for use in sending bulk email, or tools used to send bulk mail.

3.4 CUSTOMER receives a login and a password. CUSTOMER is responsible for changing his or her password when the account or Equipment is activated and have the password changed regularly. This password allows access to CUSTOMER account or Equipment and is used several support and ordering services.

3.5 PERFOHOST Technical Support will ask for the login and a password in case of a support issue or emergency to authenticate CUSTOMER. CUSTOMER may sign a waiver to decline the use of a password and assume all risks, losses and liability that may arise by electing to receive these services without a remote access password. If there is no password or signed waiver from CUSTOMER, PERFOHOST Technical support will be unable to respond to CUSTOMER request.

3.6 CUSTOMER is responsible for the Equipment security of his or her password. Generally, secure passwords are between 6 and 8 characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or in part, in normal or reverse order, in any dictionary of words or names in any language. CUSTOMER is responsible for changing his or her equipment password regularly.

3.7 PERFOHOST staff may monitor the security of CUSTOMER passwords at any time. A CUSTOMER with an insecure password may be directed to change the password to one that complies with the above rules. CUSTOMER who repeatedly chooses insecure passwords may be assigned a password by PERFOHOST.

4. System Security

4.1 CUSTOMER is prohibited from utilizing PERFOHOST services to compromise the security or tamper with system resources or accounts on Equipment in PERFOHOST's Network or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include but are not limited to password guessing programs, cracking tools or network probing tools.

4.2 PERFOHOST reserves the right to release the contact information of CUSTOMERS involved in violations of system security to system administrators at other sites, in order to assist them in resolving security incidents. PERFOHOST will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

5. Usenet News Use

5.1 PERFOHOST may investigate complaints regarding posts of inappropriate material to Usenet by CUSTOMER and may, in its sole discretion, take action based on the rules below. Criteria for determining whether a post is inappropriate include, but are not limited to, the written charter/FAQ of the newsgroup(s) in question, the established Usenet conventions outlined below, the system resources consumed by the posting, and applicable laws.

5.2 Usenet news articles posted using PERFOHOST services must comply with the written charter/FAQ of the newsgroup to which they are posted. If a newsgroup does not have a charter or FAQ, its title may be considered sufficient to determine the general topic of the newsgroup. CUSTOMER is responsible for determining the rules of a newsgroup before posting to it.

Established Usenet conventions ("Netiquette") prohibit advertising in most Usenet newsgroups.

5.3 CUSTOMER may post advertisements only in those newsgroups that specifically permit him in the charter or FAQ. Some newsgroups may permit "classified ads" for single transactions between private individuals, but not commercial advertisements. CUSTOMER is responsible for determining whether or not a newsgroup permits advertisements before posting.

5.4 Netiquette prohibits certain types of posts in most Usenet newsgroups. Types of prohibited posts include chain letters, pyramid schemes, encoded binary files, job offers or listings, and personal ads. CUSTOMER may post these types of message only in newsgroups that specifically permit him in the charter or FAQ (if any). CUSTOMER is responsible for determining whether or not a newsgroup permits a type of message before posting.

5.5 CUSTOMER may not alter the headers of posts to Usenet to conceal his email address or to prevent CUSTOMER from responding to posts.

5.6 Only the poster of a Usenet article or PERFOHOST has the right to cancel the article. CUSTOMER may not use PERFOHOST resources to cancel articles that he did not post. The sole exception to this rule is for moderators of formally moderated newsgroups; the moderator of a newsgroup may cancel any articles in a newsgroup he or she is moderating.

5.7 CUSTOMER may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

6. Email Use

6.1 PERFOHOST will investigate complaints regarding email and may, in its sole discretion, take action based on the rules below. If an email message is found to violate one of the policies below, or to contain unlawful material, as described above, PERFOHOST may take action as outlined above.

6.2 CUSTOMER may not send email in any way that may be illegal. PERFOHOST recognizes that email is an informal medium; however, CUSTOMER must refrain from sending further email to a user after receiving a request to stop.

6.3 Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. CUSTOMER may send advertising material only to addresses that have specifically requested that material. Opt-Out mailings are prohibited.

6.4 CUSTOMER may not send, propagate, or reply to mail bombs. Mail bombing is defined as either emailing copies of a single message to many receivers, or sending large or multiple files or messages to a single receiver with malicious intent.

6.5 CUSTOMER may not alter the headers of email messages to conceal his email address or to prevent receivers from responding to messages.

6.6 Violations of the PERFOHOST policies outlined in this document can sometimes result in massive numbers of email responses. If a CUSTOMER receives so much email that PERFOHOST resources are affected, PERFOHOST staff may block access to CUSTOMER's equipment at the router and/or switch level.

7. World Wide Web use

7.1 PERFOHOST will investigate complaints regarding inappropriate material on Web pages transmitted using PERFOHOST services, in its sole discretion, require that the material be removed or take action as outlined above.

7.2 PERFOHOST actively blocks the following ports for it's entire network:

- UDP/1434 - SQL slammer/worm

- UDP/137 - Netbios

- UDP/139 - Netbios

- TCP/135 till 139 - Netbios

- TCP/445 - Smb

- TCP/593 - Rpc endpoint mapper

- TCP/4444 - Blaster/worm

8. IRC use

8.1 PERFOHOST will only allow legitimate IRC use. We do not allow eggdrop and/or psync shell hosting.

9. Termination

9.1 If PERFOHOST terminates CUSTOMER's Services during the Initial or Renewed Term, CUSTOMER shall pay to PERFOHOST, as liquidated damages and not as a penalty, an amount equal to the sum of (a) one hundred percent (100%) of the total amount of Services Fees that would have become due during the period from the effective termination date to the expiration date of the Initial or Renewed Term, and (b) the amount of any Services Fee discounts granted to CUSTOMER by PERFOHOST in consideration of the length of the Initial Term ("Termination Charge").

9.2 CUSTOMER shall pay the Termination Charge to PERFOHOST within five (5) business days of the termination date. CUSTOMER's payment of the Termination Charge shall not prevent or limit PERFOHOST from pursuing any and all other available remedies against CUSTOMER. PERFOHOST reserves the right to hold any CUSTOMER Equipment until it has received the Termination Charge. PERFOHOST reserves the right to sell any CUSTOMER Equipment in case CUSTOMER does not pay the Termination Charge within one (1) month after the termination date.