

**PARSEC DATA MANAGEMENT, INC.**  
**Appendix B**  
**ACCEPTABLE USE POLICY**

**1. General.**

The Client acknowledges that Parsec Data Management, Inc. ("Parsec") provides the telecommunications network facilities underlying the Deliverable(s) provided.

The use of Parsec's telecommunications network facilities ("Parsec Network") is subject to the following terms, breach of which may result in suspension or termination of the Client or End User's right to use the Deliverable:

The Parsec network may only be used for lawful purposes. Transmission of any material through the Parsec network, or use of any part of it, in violation of any US law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law, and/or the sending of unsolicited electronic mail.

The Client shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).

The Client acknowledges that Parsec is unable to exercise control over the content of any information passing over the Parsec network and that Parsec does not monitor or exercise any editorial control over the information passing over the Parsec network. The Client further acknowledges that Parsec hereby is excluded from all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.

**2. Network and System Security.**

The Client is prohibited from violating, or attempting to violate system or network security. Any violations may result in criminal or civil liability to the Client. Parsec will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network violations include, but are not limited to:

2.1 Unauthorized monitoring or access to or use of data, networks or systems, including any attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures without proper authorization; and

2.2 interference with, or disrupting or disabling service to any user, host or network via means including, but not limited to, "overloading", "flooding", "mail-bombing",

"denial of service attacks" or "crashing"; and

2.3 sending, storage, or distribution of viruses, worms, Trojans, or other malware component harmful to a network or system; and

2.4 forging any TCP/IP packet header or any part of an email header or newsgroup posting; and

2.5 attempts to circumvent or alter any method of measuring or billing for the Deliverable.

### **3. Email.**

The sending of unsolicited electronic mail messages using the Deliverable is explicitly prohibited. Emails may be considered unsolicited unless all recipients have explicitly opted in to receive such emails from the sender or are expecting to receive email from the sender.

All emails sent using the Service must include a valid "Reply to:" address under the control of the Client. Email message headers must not be missing, malformed or forged. Recipients must be able to request not to receive further email correspondence from the Client and in such instances the Client should honor the request in a timely manner and should no longer send email communications to the recipient.

Posting the same or similar message to more than one newsgroup, known as cross-posting, is prohibited.

The Client must not promote content hosted on Parsec's network via the use of unsolicited electronic mail messages.

The Parsec network may be used by the Client to access other networks world-wide and the end user agrees to conform to any acceptable use policies of Parsec and any other such networks. In addition the Client undertakes to conform to any published Internet protocols and standards. In the event that communications by the Client do not conform to these standards, or if the Client makes profligate use of the Parsec network to the detriment of Parsec or other Parsec Clients, Parsec reserves the right to restrict passage of the Client communications until the Client complies with such standards or protocols or provides undertakings acceptable to Parsec in respect of the Client's future use.

In the event that the Client is in breach of any provision of this schedule, Parsec shall be entitled to suspend services forthwith without notice.