



## **NETWORK ABUSE POLICY**

This Network Abuse Policy ("Policy") applies to all Stratus Networks Inc. services ("Services").

### **1.0 Abusive Conduct:**

**A. Spam; Message Postings; Etc.** It is prohibited for any Customer to effect or participate in any of the following activities through an Stratus Networks Inc. Service or Stratus Networks Inc. provided network ("Network"). Any content, material, message, or data made available or transmitted through the Network, wherever it is sent from, viewed, received, or retrieved, that is in violation of this Policy is prohibited. In the event of violation of the above by any Customer, Stratus Networks Inc. may suspend or terminate Services to said Customer. Customer shall be deemed to have violated this Policy if Customer exhibits persistent, repeated violations or a pattern of violations which Customer fails to cease within 2 days of notification. Examples of unacceptable behavior include but are not limited to:

1. Post messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, list servers or similar groups or lists (each a "List").
2. Post to any List articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
3. Send unsolicited email to more than twenty-five (25) recipients. Except as otherwise defined under applicable law, "unsolicited email" does not include any message addressed to an individual (i) with whom the sender has a preexisting and ongoing business or personal relationship, (ii) from a non-commercial organization or entity of which the individual is a pre-existing member or (iii) a posting to a List that does not otherwise violate this Policy.
4. Use Stratus Networks Inc. or Stratus Networks Inc. provided network servers to relay unsolicited commercial email.
5. Harass others by "mail-bombing" or "news-bombing".
6. Threaten bodily harm or property damage to individuals or groups.
7. Forge message headers, in part or whole, of electronic transmission originating or passing through the Network.

8. Falsify Customer information provided to Stratus Networks Inc., or other Customers of the Service in connection with use of any Stratus Networks Inc. Service.
9. Engage in any of the foregoing activities by using the Service of another provider, but channeling such activities through a Stratus Networks Inc. provided network account. Using a Stratus Networks Inc. account as a maildrop for responses or otherwise using the Services of another provider for the purpose of facilitating the foregoing activities if such use of another party's Service could reasonably be expected to adversely affect a Stratus Networks Inc. Service or the Network.
10. Engage in any activity which: violates any local, state, federal, foreign, or international law, regulation or treaty; threatens the integrity of any computer system without the owner's consent; or violate generally accepted standards of Internet conduct and usage including but not limited to: denial of Service attacks; web page defacement; port and network scanning; and/or unauthorized system penetration.
11. Using the Network to violate any copyright laws including but not limited to any part of the Digital Millennium Copyright Act ("DMCA") in connection with IP addresses on your network. The DMCA, passed by Congress in 1998, allows copyright owners to notify a service provider such as Stratus Networks Inc. of alleged copyright infringement carried out on the provider's network.

**B. Voice Calls.** Stratus Networks Inc's obligation to provide Services is conditioned upon Customer not allowing the Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. Stratus Networks Inc. shall have the right to limit, terminate or suspend Services immediately without notice and with no liability or obligation to Customer for improper use of the Services by Customer or any activity by Customer, as determined in the sole discretion of Stratus Networks Inc., that threatens public health, safety, or welfare, the integrity or reliability of the public switched network, Stratus Networks Inc's facilities or the ability of Stratus Networks Inc. to provide service other customers.

Stratus Networks Inc. considers the practices described in A and B above to constitute abuse of Stratus Networks Inc., its Network and recipients of unsolicited mailings and/or postings or abusive voice calls (as applicable). Therefore, these practices are prohibited by Stratus Networks Inc.'s Network Abuse Policy. Engaging in one or more of these practices may result in termination or suspension of Customer's account and/or access to Services.

**2.0 Blocking:** Stratus Networks Inc. reserves the right to implement technical mechanisms which: (a) block postings and messages as described above before they are forwarded or otherwise sent to their intended recipients; and/or (b) prohibit access to Stratus Networks Inc.'s network for abusive voice calls.

**3.0 Other Abuses:** This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, Stratus Networks Inc.'s terms and conditions of Service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and Stratus Networks Inc. will respond as appropriate to such activities. Nothing contained herein shall be construed to limit Stratus Networks Inc., in its actions or remedies in any way with respect to any of the foregoing activities. Stratus Networks Inc. reserves the right to take any and all additional actions Stratus Networks Inc. deems appropriate with respect to such activities, including without limitation, taking action to recover costs and expenses of identifying offenders and removing such. In addition, Stratus Networks Inc. reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.