



Virtual Private Server Service Agreement

SOHOBCOM

THIS AGREEMENT is effective starting from _____ (the "**Effective Date**")

between:

SOHOBCOM, (the "**Provider**"); and _____ ("**the Customer**").

Provider and Customer shall hereinafter be individually referred to as a "Party" or jointly as the "Parties."

WHEREAS, Customer desires to acquire from Provider, and Provider wishes to grant Customer "Virtual Private Server Service" under the terms and conditions of this Agreement and the related SLA and SOFs.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, agree with each other as follows:

1. DEFINITIONS:

- **Provider:** SOHOBCOM for Information Technology and Digital Solutions we will refer to herein by SOHOBCOM.
- **Customer:** The requester of the service from SOHOBCOM.
- **SLA:** Service Level Agreement refers to the commitment between SOHOBCOM and the Customer.
- "**Service**" or "**Services**" means the "Virtual Private Server - VPS services" provided by SOHOBCOM to the Customer under this Agreement, and according to the service plan selected by the Customer.
- **Service Plan:** Service description table that group all the technical information about the service.
- **Service Order Form (SOF):** Service request application form that the Customer fills in his personal information and it contain the service plan that the Customer has applied for.
- **Professional Services:** are the processes and functions that are required to perform certain task.
- **Managed services:** is the practice of professional services for monitoring, maintaining, and anticipating need for operations that usually handled by a third party or the Customer.
- **Account:** means the granted service by SOHOBCOM.
- **Agreement:** means this Virtual Private Server Service Agreement and includes any annexes (Annex 1, Annex 2).
- **Account Credentials:** means the login and password which are required to have access on and use the Service(s)
- **Business Day:** means calendar working days from Sunday through Thursday, inclusive, but does not include national, public or bank holidays in the country or locality where the relevant action is to be taken.
- **Plan Change Request:** means the application form related to service plan request change.

- **Service Fees:** means the charges that should be paid by Customer to SOHOBCOM in exchange to the granted services.

2. GENERAL TERMS AND CONDITIONS:

- 2.1 This agreement is superior to any other agreement, and in case of a contradiction, all terms and conditions herein predominant any other terms and conditions in any other document related to this service.
- 2.2 SOHOBCOM's products and services are subjected to continuance improvement; therefore, SOHOBCOM can change the content of this agreement at any time, and shall inform the Customer about these changes no less than one month prior to the effective date for the new changes, if the Customer chooses not to accept the new changes or do not take the required actions to comply with, SOHOBCOM will reject all new SOF including the renewal of current and/or expired service order.
- 2.3 This Agreement and all other agreements annexed to or construed thereto are only valid for active (not expired) order/s as defined and mentioned in the SOF.
- 2.4 The termination of this Agreement and all other agreements annexed to or construed thereto can be done based on the SOHOBCOM announcement for products/services discontinue.

3. SERVICE DESCRIPTION:

SOHOBCOM provides two types of VPS service:

3.1 Cloud VPS (VMware Premium):

Cloud VPS is a service of providing single virtual server (VM) to the customer, the customer has a control panel to manage his VM like power-on, power-off, shutdown, restart, take snapshot, apply snapshot, and access via remote console.

SOHOBCOM Cloud VPS is based on a complete VMware® Environment running over cutting-edge hardware with Intel Xeon Platinum CPU and SSD Disks with Cache Tier,

SOHOBCOM can provide protection for customer control panel access via MFA and VM encryption to customer upon request to ensure the VM files downloaded never work on any other environment, only the customer himself control the access to his VM's data in SOHOBCOM platform.

SOHOBCOM provides additional services such as protection via advanced firewall appliance that can provide WAF, DDoS, IPS/IDS, SSL inspection, antivirus protection and VM encryption with additional charges.

3.2 Traditional VPS (HyperV):

Traditional VPS is a service of providing Single Virtual Server (VM) to the customer, the customer has a control panel to manage his VM like power-on, power-off, shutdown, restart and access via remote console.

SOHOBCOM Traditional VPS is based on Intel Xeon E5 CPU and HDD Disks.

SOHOBCOM provides additional services such as protection via advanced firewall appliance that can provide WAF, DDoS, IPS/IDS, SSL inspection, antivirus protection with additional charges.

4. GRANT OF SERVICE

- 4.1 Through a valid master agreement, the customer can quickly obtain the service by filling the SOF on the SOHOBCOM website or visiting the SOHOBCOM office and providing all related documents.
- 4.2 Upon the SOF validation, and subject to agreed payment by the customer of service and to the terms and conditions of this agreement. SOHOBCOM will follow the established internal process/procedures to provide the service.
- 4.3 The Service Order Form (SOF) document represent simultaneously the Customer request for the service (Purchase Order – PO), and the SOHOBCOM's offer and invoice amount.

5. OBLIGATIONS

- 5.1 Customer is responsible for taking the appropriate and necessary security measures to save and recover his information and data in case of misuse, loss, or unintentional alteration.
- 5.2 Customer is responsible for acquiring any and all third-party licenses for any database, operating system, or any other software that is used or accessed in connection with the SOHOBCOM products by the Customer.
- 5.3 SOHOBCOM has no obligation to back up Customer data, without a valid active backup service plan.
- 5.4 Without Valid Backup service plan, the Customer is responsible for maintaining his data and doing the regular and required back-ups periodically.
- 5.5 Customer is responsible for his account credentials, privileges, and any other subaccount or alternative accounts name associated with his master account on SOHOBCOM online platform.
- 5.6 SOHOBCOM is responsible for responding to customers according to their support plan shall they raise service support requests to SOHOBCOM Support Portal, Customer is responsible to report and raise any major incident or problem that may occur in order to assist in measuring the impact on the service.
- 5.7 Customer is required to report all issues, queries, and requests via SOHOBCOM official channels in order to receive the proper support and assistance according to the SLA terms and conditions.
- 5.8 The Customer is fully responsible for the type of content published in his hosted services.
- 5.9 Customer shall be liable for any type of breach of system and network security caused by any kind of misuse of the service.
- 5.10 The Customer obligates that he will not, and will not allow to violate any security of the SOHOBCOM network or resources.
- 5.11 Customer is limited by the usage and storage volume amount permitted by SOHOBCOM according to the service plan.
- 5.12 Customer is obligated to all terms and conditions which are required to use a software license owned by third-party software providers.

- 5.13 SOHOBCOM will not be liable for any damage, or any type of loss resulting from using third-party software.
- 5.14 SOHOBCOM is not obligated to keep the customer data in servers once the customer account is terminated for any reason.
- 5.15 SOHOBCOM held no responsibility if the customer reached the maximum volume amount of storage or service technical specifications limits.
- 5.16 Customer is responsible for any service degradation because of exceeding the proper limits of resources.
- 5.17 Customer is responsible for compliance with all terms and conditions in SOHOBCOM "Acceptable use" policy, defined in Annex 1
- 5.18 Once the Customer uses SOHOBCOM services, he is considered to agree to all the terms and conditions of granting the service and acknowledges that he has read the terms of the agreement and is committed to periodically reviewing SOHOBCOM-related policies.
- 5.19 The Customer may not share or sublicense the service to a third party without a written agreement from SOHOBCOM, except as authorized by the SOHOBCOM resellers-plan.
- 5.20 Customer accepts that SOHOBCOM monitors the hardware health nodes on a 24x7 basis, but unless Customer has a valid active service plan for paid SLA service, SOHOBCOM does not monitor any Customer's service, data or applications.
- 5.21 If Customer service is utilizing resources in a manner that affects the performance or stability of the node, the Customer accepts that SOHOBCOM is allowed to suspend, migrate, upgrade, downgrade or reduce resource availability of Service without warning, and may keep these measures in place until such time as SOHOBCOM deem that the problem has been rectified.

6. PAYMENT

- 6.1 Customer Payments are to be in advance in order to obtain the service.
- 6.2 Charges of the service shall be paid in advance and as described in the SOF.
- 6.3 The contractual billing cycle for each SOF starts on the date of sending the service activation confirmation e-mail from SOHOBCOM to the Customer.
- 6.4 Payable amounts include the subscription fees, service package prices, and any additional charges as per this Agreement and the SOF.
- 6.5 Payments are to be paid in cash or through SOHOBCOM's approved channels.
- 6.6 All invoices are accessible through the Customer billing control panel on the SOHOBCOM website and are emailed to the Customer automatically when they are generated.
- 6.7 Services plans prices can be changed by SOHOBCOM at any time and from time to time. SOHOBCOM will notify the customer about these changes no less than one month before the change become valid.
- 6.8 Customer is obligated to any additional payments related to a third-party component price change once it takes affect based on the third-party notification of price change.

7. SLA

- 7.1 SOHOBCOM provides standard SLA for all clients that are directly contracting with SOHOBCOM.
- 7.2 The standard SLA is free of charge as long as the client has an active (Not expired) valid (Not Suspended or Terminated) Service plan.

- 7.3 The standard SLA is based on the first-come, first-served “best-effort” basis, and depend on the availability of required resources, but in times of high demand or national holidays, SOHOBCOM may resort to an answering service where all messages will be answered as soon as possible.
- 7.4 SOHOBCOM offers another two packages of paid SLA and technical support services with a higher level of priority and response time, which covers many aspects of the service received by the customer as follows:

Item	Standard SLA	Advanced SLA	Premium SLA
Service Type	Complementary	Managed Service	Managed Service
Fees	Free of Charge	Additional Fee will Apply	Paid Service
Service Availability	During Office time and Business days	24/7	24/7
Service Up-Time	99.9%	99.9%	99.9%
Technical Support	First-come, First-served Best-effort (Normal Priority)	Higher Priority	Highest Priority
Response Time	ASAP	2 to 4 Hours	15 to 30 minute
Emergency Support	N/A	N/A	Yes
In-Site Support	N/A	N/A	Yes
Service Maintenance*	Level 1	Level 1 and Level 2	Level 1, Level 2, and Level 3
Service Management	N/A	Monitor and Report	Monitor, Report, Respond and Intervene
Service Backup	No	Yes / 1 copy monthly	Yes
Additional Professional Services	N/A	Discounted rate for professional services	Discounted rate for professional services

* Level 1: SOHOBCOM Front Office, Level 2: SOHOBCOM Back Office, Level 3: Technology Providers of SOHOBCOM.

- 7.5 SOHOBCOM plans for free and paid SLA services are described with full details in separate agreements.
- 7.6 SOHOBCOM plans of paid SLA services are provided to the Customer with additional charges.
- 7.7 The paid SLA services provide services monitoring 24x7. The Customer accepts that this involves monitoring and responding to issues with the service, and does not change the SOHOBCOM relationship with the Customer regarding the content of his service.

- 7.8 Customer accepts that SOHOBCOM may take steps to restore as much of the service as possible, which may in turn require that parts of the service do not function to achieve this.
- 7.9 The minimum term for any plans of paid SLA services is 3 months. Any downgrades to the level of the paid SLA services are subject to this.
- 7.10 Under the circumstances that the paid SLA services are canceled and requested later on again, re-activation fees will be charged by Sohobcom.
- 7.11 Customer acknowledged when should he be on a Management level that provides the Customer with access to the Emergency Support number for support outside of office hours, this number should only be used for services that the Customer has ordered the Service for. Furthermore, Customer agrees that he will only use this number in an emergency, and will not pass this number on to anyone who would use the number for matters relating to a Service which is not managed to this Level. SOHOBCOM provides a limited number of Emergency-Response according to each plan, Customer acknowledges that every call for Emergency-Response will reduce his counter, and SOHOBCOM may charge the customer a minimum of \$50 USD for each over limit Emergency-Response. SOHOBCOM reserves the right to refuse to handle a support request made through this channel if SOHOBCOM deems it as not an emergency.
- 7.12 SOHOBCOM will inform the Customer of any downtime or issues that SOHOBCOM's monitoring systems are reporting, as well as the suggested fixes for these issues.
- 7.13 Customer agrees that if SOHOBCOM suggests a resolution, upgrade, improvement or modification to the Service, that these are in SOHOBCOM's best intentions with regards to the performance of Customer service. If the Customer should refuse, then the Customer agrees that SOHOBCOM may reduce the levels of the monitored service to compensate, and that SOHOBCOM is not responsible for any delays or difficulties in resolving issues that SOHOBCOM is not notified of as a result of this.
- 7.14 The Customer agree that, if SOHOBCOM is unable to contact him, SOHOBCOM may have to take actions which normally would require Customer approval. SOHOBCOM will only proceed this way if demonstrated that SOHOBCOM have attempted to contact the Customer on several occasions and/or there is a justifiable need on the SOHOBCOM side to take actions.
- 7.15 Customer agrees that the paid SLA service covers the monitoring and management of hosting services. It does not confer responsibility in any way for the content of Customer service that are specifically managed by SOHOBCOM as part of the service.
- 7.16 SOHOBCOM will charge a discounted rate for professional services undertaken for paid SLA service's Customers.
- 7.17 The Premium SLA service, can provide the ability to perform any approved policies and procedures requested by the Customer.

8. RENEWAL

- 8.1 This agreement will be automatically renewed unless the Customer informs SOHOBCOM not to do so.
- 8.2 In case of service plan price changed, the renewal will be according to the new price.

8.3 The Customer will be informed one month in advance before the package is expired (Annual contracted Customers Only).

9. CANCELLATION

9.1 To cancel all or part of the granted Service, SOHOBCOM require an official written confirmation letter via email from the Primary Account Contact, requesting that all or part of the Service be cancelled. Any Service that Customer does not specifically request for cancellation will continue and auto-renew until SOHOBCOM receive an official request in this manner.

9.2 All service cancellation requests will be actioned from the date of receipt of an email confirmation of cancellation, with that service terminating/cancelling at the end of the current contractual cycle (regardless of whether the Customer pays service fees on a monthly, quarterly, annual or biannual).

9.3 In the event of cancellation of any agreed period contract before the end of the contracted period, the customer agrees to pay any remaining costs for the agreed period of the contract.

9.4 Customer is not entitled to any refund against service cancellation.

9.5 Cancellation requests should only be made when the Customer is ready to terminate the account as all data and services will terminate at the end of the contractual period, as per clause 9.7 below. SOHOBCOM accepts no liability for the recovery, security and/or reinstallation of this data following termination of services.

9.6 All outstanding invoices on the account must be paid before a cancellation request is actioned.

9.7 If the service is suspended or cancelled, SOHOBCOM will retain Customer data for 10 business days after the suspension or cancellation date, whichever is appropriate. After this initial 10 business days period, the data will be removed.

9.8 If the Customer has a service that has been suspended for non-payment and requires reactivation, in the event that SOHOBCOM pricing has changed, SOHOBCOM may charge the Customer at the new rates following the reactivation of services.

10. TERMINATION

10.1 The service termination date is the End Date as described in the service order form (SOF).

10.2 If the Customer exceeds 10 business days of non-payment, his service will be suspended.

10.3 The service will be terminated after another 10 business days of service suspension.

10.4 SOHOBCOM has the right to terminate the service at once in case of violation of service terms and conditions and all advanced payments will not be refundable.

10.5 If the service being terminated, SOHOBCOM doesn't guarantee the availability of Customer data after the service termination.

11. SERVICE PLAN CHANGE MANAGEMENT

11.1 The Customer should identify his needs prior registering the service and try to anticipate his future needs to some extent in order to select the suitable Service Plan (package) accordingly.

- 11.2 In order for a Customer to upgrade or downgrade his Service Package, he must fill in a Plan Change Request form and submit the request to SOHOBCOM . The Service Package can not be downgraded before the end of the SOF commitment period.
- 11.3 The Customer must pay any additional financial differences between the previous plan and the new plan in addition to the subscription fees of the new plan according to the prices at the time of the new subscription (Prices updates will be available on SOHOBCOM's official Website).
- 11.4 The Customer remains bound by all the terms and conditions in this agreement, and the Service Plan Change is not considered a cancellation of this agreement in any way.

12. LIABILITY

- 12.1 Any service abuse, breach or violation of the terms and conditions of this agreement should be at the sole liability held by the Customer, and in no circumstances SOHOBCOM will be liable to the Customer for any costs, claims, loss of profit or loss of business or on account of a failure to obtain the agreed quality of service.
- 12.2 The Customer will be fully responsible for all of his activities that may cause any damage for his computer system, loss of data, suspension and interruption of service, access delay, passwords loss as a result of unauthorized use or misuse of passwords.
- 12.3 The Customer will be fully responsible for all of his activities that may lead to password loss or data leak, security breach and all unauthorized access.
- 12.4 The aggregate liability of SOHOBCOM toward Customer for all claims under this agreement is limited to direct damages up to the amount paid under this agreement during the billing cycle in which the case of action arose; However, SOHOBCOM disclaims any financial commitments towards Customer internal operational and technical frailty, or reputation impairment.
- 12.5 Customer responsible for damaging or degrading the reputation of assigned IP address resources will be levied a maintenance fee of \$25 USD per IP address.
- 12.6 SOHOBCOM cannot be held liable for system down time, crashes or data loss, unless customer has a valid (not expired) paid SLA services plan with a special service contract.
- 12.7 SOHOBCOM under any circumstances cannot be held liable for any predicated estimate of profits which Customer would have gained if their service(s) was functioning.
- 12.8 SOHOBCOM holds no responsibility, under any circumstances, for routing block or performance degraded, originated from other Networks (ISP).
- 12.9 SOHOBCOM holds no responsibility for the use of the customer's accounts.
- 12.10 SOHOBCOM reserves the right to amend the services offerings and to add, delete, suspend or modify services plan technical details or the terms and conditions of the service at any time and from time to time and to determine wither and when to apply the changes for both existing and future customers.
- 12.11 SOHOBCOM will inform the customers in the event of any incident likely to affect the availability or performance of services.
- 12.12 SOHOBCOM reserves the absolute right and authority to:
 - a) Amend the services offerings or prices.
 - b) Set limits and guidelines in relation to the use of the Services.

- c) End/suspend the agreement with the Customer and fully/partly terminate the services in case of any kind of services misuse, or any type of violation to any of SOHOBCOM's policies and procedures for granting the service or failure to pay the fees for the services, or using the service for the purpose of embarrassing or harm, abuse, threaten, defame, or harass third parties, or engage in activities prohibited by the laws of the Republic of Yemen or foreign countries, or in which they conduct business and activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and pornography, and activities that are tortuous, vulgar, obscene, invasive of a third party's privacy, racial or ethnic, or otherwise unacceptable activities that might impersonate a third party activities, or harm minors, or any other activities whether that SOHOBCOM determines, in its sole discretion, as harmful to others, SOHOBCOM's operations or liabilities.
- d) Terminate the service if the Customer concede or grants the service to a third party or any other entity, unless as an authorized partner for SOHOBCOM.
- e) SOHOBCOM will monitor the hardware health nodes on a 24x7 basis. However, unless Customer has a valid active service plan for paid SLA service, SOHOBCOM will not monitor any Customer's service, data or applications.

13. INDEMNIFICATION

Customer agrees to indemnify SOHOBCOM against all claims, damages and costs including legal fees directly or indirectly related to the subscription or the use of SOHOBCOM's services by the Customer in case of violating the terms and conditions of this agreement.

14. WAIVER

A delay by SOHOBCOM to enforce any of these terms and conditions shall not be deemed as a waiver nor affect the right or validity of SOHOBCOM to enforce such terms and conditions at a later date.

15. JURISDICTION

This contract is governed by Republic of Yemen laws, and any raising dispute can be referred to the law of Republic of Yemen.

16. CONFIDENTIALITY

16.1 As between the parties, the Customer shall retain all ownership rights to any and all innovations, inventions or developments whether or not jointly conceived and the intellectual property rights arising therefrom, that derive directly from the Customer's existing technology provided by SOHOBCOM to the Customer by means of SOHOBCOM services during the term of this agreement.

16.2 As between the parties, SOHOBCOM shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all intellectual property rights arising therefrom.

- 16.3 The Customer shall have a royalty-free, non-exclusive license to use any of SOHOBCOM owned innovations made during performance of the services hereunder to the extent necessary to permit the Customer to use the deliverables.
- 16.4 SOHOBCOM and the Customer agree to keep confidential and not disclose to any third parties any and all proprietary information of the other party. However, either party may make such a disclosure to its contractors who are working under this agreement.
- 16.5 The two parties shall maintain the confidentiality of the data and information related to this contract and the services provided through it, as well as the data and information resulting from the provision of the services exchanged between them in any form. These data and information are considered confidential, and the two parties are prohibited from disclosing it or informing any third party about it during the period of this contract and this extends Commitment for a period of two full years from the date of expiry of this agreement.
- 16.6 Neither party shall disclose to any person or entity, directly or indirectly, any information relating to the other party obtained by feature of this Agreement, except on a confidential bases if required to be disclosed under applicable law or by legal process. However, either party may make such a disclosure to its contractors who are working under this agreement.

17. PRIVACY

- 17.1 SOHOBCOM commit to all privacy terms related to customer according to this agreement.
- 17.2 All information and data resulting from the customer use of the service provided by SOHOBCOM mentioned in this agreement is the private and exclusive property of the customer and is subject to the laws of intellectual property protection and privacy in force in the Republic of Yemen as well as to the provisions of privacy protection and confidentiality mentioned here.
- 17.3 It is not considered a breach of privacy to disclose information if this is based on a judicial or legal order.
- 17.4 SOHOBCOM is obligated to protect the privacy of the customer's data and to set the necessary technical and professional procedures and measures to prevent any third party from accessing it.

THIS AGREEMENT IS ISSUED IN TWO ORIGINAL COPIES, A COPY FOR THE CUSTOMER AND A COPY KEPT BY SOHOBCOM .

The Customer

Name:

Date:

Signature

SOHOBCOM

Name:

Date:

Signature

Annex 1

ACCEPTABLE USE POLICY

1. Usage

In case of any kind of system Abuse by the Customer or Offensive content of the Customer's hosted services, SOHOBCOM has the complete right to terminate the service. The Customer will bear the resulting damage or costs and take full responsibility.

1.1 System Abuse

- Violate the laws and regulations of Republic of Yemen.
- Transmit unsolicited bulk emails.
- Remote code of malicious software.
- Crypto-mining.
- Hosting websites, services, or networks that facilitate the trade or sale of goods that are banned or illegal in Republic of Yemen.
- Hosting Tor servers, relays, and exit nodes.
- Cause service denial attacks or involve in DDOS attacks.
- Forge signature.
- Infringe others copyrights, secrets or proprietary rights.
- Illegal communication with newsgroup/forums, chat rooms and facilities.
- Engagement in any actions or web presence that cause harm to SOHOBCOM or SOHOBCOM's customers or any third party.
- Involvement with hacking sites or programs or other type of sites which promote illegal activities.
- The use of third-party mail server as rely or distribution station to process bulk, unsolicited emails without the domain name registration with us.
- Providing services or hosting webpages that provide spam.
- Spam advertising.

1.2 Offensive Content

- Constitutes, depicts, fosters, promotes or relates in any manner to pornography, bestiality, and sexual acts.
- Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement.
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes.
- layouts, and content of Customer's hosted services must comply with imperative legal regulations of Republic of Yemen and International law.
- Illegal content which violate Islamic religion and political or social values of society.
- Customer agrees that the content that will be stored or hosted should not contain the following materials:

- a) An immoral, illegal or improper content which contravenes the values of Islamic religion.
- b) Any type of an illegal or prohibitive content which contravenes the political, and the social values of Republic of Yemen.
- c) Everything that causes harm or threat to a particular person or group of people.
- d) The Intellectual properties or copy rights.
- e) Commercial videos, audios or any type of advertisements or materials that are considered to violate in the applicable law.
- f) The unauthorized access to customers data.
- g) Fraudulent content or any services occurs in fraudulent manner.
- h) Everything related to hacking or cracking.
- i) Activates like: Network scanners, mailbombs and spam scripts, VoIP software, game server/ bots and WebCrawler's, IP spoofing, hotlinking etc.

1. Intellectual Property and Other Proprietary Rights

2.1 Customer may not use the Service in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- a) Customer may not use the Service to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless he has permission from the owner of the work to use or copy the work in that manner, or he has otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;
- b) Customer may not use the Service to publish content intended to assist others in defeating technical copyright protections; and he may not display another person's trademark without permission.

2. Third Party Conduct

3.1 The Customer is responsible for violations of this Acceptable Use Policy by anyone using the services provided to him by SOHOBCOM whether if with the Customer's permission or on an unauthorized basis as a result of the Customer's failure to use reasonable security precautions.

3.2 It is considered a violation of the Acceptable Use Policy. If the Customer use the services to assist a third party in an activity that would violate this Acceptable Use Policy.

3. Support Channels

3.1. The Customer agrees not to abuse SOHOBCOM's support channels by way of flooding (sequential e-mails, phone calls or ticket submissions). Customer found flooding any of SOHOBCOM's support channel may be blocked from using the flooded channel indefinitely. Additionally, as a result of a block, the Customer will give up rights to any Service Level Agreement Response Credit.

3.2. Issues shall not be submitted via multiple channels for the same issue or updated via multiple channels for the same update. For example: if the Customer emails a support request (and receive a confirmation from SOHOBCOM's system) and subsequently

calls SOHOBCOM's support team via phone to report the same issue this will constitute abuse of SOHOBCOM's support services.

- 3.3. A single point of contact within the Customer organization shall be assigned per unique/distinct issue submitted to SOHOBCOM . Multiple users submitting the same issue is prohibited.

Annex 2

ADDITIONAL DEFINITIONS

Term	Definition
(IRC) messages	Internet Relay Chat is a text-based chat system.
Network Scanners	Network scanning refers to the use of a computer network to gather information regarding computing systems
Mail Bomb	A mail bomb is the sending of a massive amount of e-mail to a specific person or system.
VOIP	Voice over Internet Protocol is a category of telephony hardware and software that uses the Internet to transmit data. With VoIP, phone calls, faxes, SMS messages, voice messages and other types of data are sent in packets using IP.
Spam	send the same message indiscriminately to (a large number of internet users).
Bot	A bot is a software application that is programmed to do certain tasks.
web crawler	a computer program that automatically and systematically searches web pages for certain keywords
IP spoofing	IP spoofing is the creation of Internet Protocol (IP) packets which have a modified source address in order to either hide the identity of the sender, to impersonate another computer system, or both. It is a technique often used by bad actors to invoke DDoS attacks against a target device or the surrounding infrastructure.

Term	Definition
DDos	A distributed denial-of-service (DDoS) attack is a malicious attempt to disrupt the normal traffic of a targeted server, service or network by overwhelming the target or its surrounding infrastructure with a flood of Internet traffic.
Chain Letter	A chain letter is a message that attempts to convince the recipient to make a number of copies and pass them on to a certain number of recipients.
Unsolicited bulk email	Unsolicited bulk email is the formal name for spam or junk emails that are sent to users who haven't opted-in to receive them. Most of these emails are commercial and commonly referred to as unsolicited commercial emails.
HTTP	It is part of the Internet protocol suite and defines commands and services used for transmitting webpage data.
Malicious software	Is any program or file that is intentionally harmful to a computer, network or server.
Forged signature	Forged signature is a signature that has been determined not to be genuine and that actual fraud was determined.