



## Addendum A - Acceptable Use Policy

American Telesis, Inc. has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of American Telesis networks, systems, services, web sites and products (collectively, the "American Telesis Network and Services") by our customers and other users of the American Telesis Network and Services (collectively, "Users"), and to enable us to provide Users with secure, reliable and productive services. By using the American Telesis Network and Services, Users consent to be bound by the terms of this AUP. American Telesis reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the American Telesis Network and Services after such modification shall constitute acceptance of such modification.

**Suspension; Termination.** Any User which American Telesis determines to have violated any element of this AUP may be subject to a suspension or termination of service. American Telesis will suspend service for violation of the AUP on the most limited basis as American Telesis determines is reasonably practical under the circumstances to address the underlying violation. American Telesis will attempt to notify Customer prior to suspending service for violation of the AUP (which may be via email or any other notification); provided, however, American Telesis may suspend service without notice if American Telesis becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP, that exposes American Telesis to criminal or civil liability or that exposes the American Telesis network or American Telesis customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. American Telesis may take such further action as American Telesis determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and American Telesis shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from American Telesis' exercise of its rights under this AUP.

### Prohibited Conduct.

**In General.** The American Telesis Network and Services must be used in a manner that is consistent with the intended purpose of the American Telesis Network and Services and may be used only for lawful purposes. Users shall not use the American Telesis Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the American Telesis Network and Services or other American Telesis customers; or (c) that may expose American Telesis to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider's AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's AUP.

**Inappropriate Content.** Users shall not use the American Telesis Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by American Telesis, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

**Intellectual Property.** Material accessible through the American Telesis Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the American Telesis Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the American Telesis Network and Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**Harmful Content.** Users shall not use the American Telesis Network and Services to transmit, distribute or store material that may be harmful to or interfere with the American Telesis Network and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses.

**Fraudulent/Misleading Content.** Users shall not use the American Telesis Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**Email and Unsolicited Messages.** Users shall not use the American Telesis Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the American Telesis Network and Services. In addition, Users shall not use the American Telesis Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

**Third Party Rules; Usenet.** Users may have access through the American Telesis Network and Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

**Inappropriate Actions.** Users shall not use the American Telesis Network and Services to conduct activities that may be harmful to or interfere with the American Telesis Network and Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the American Telesis Network and Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. American Telesis will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

**Responsibility for Content.** American Telesis takes no responsibility for any material created or accessible on or through the American Telesis Network and Services. American Telesis is not obligated to monitor such material, but reserves the right to do so. American Telesis will not exercise any editorial control over such material. In the event that American Telesis becomes aware that any such material may violate this AUP and/or expose American Telesis to civil or criminal liability, American Telesis reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. American Telesis further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that American Telesis deems responsible for the wrongdoing.