



Irides Rules and Regulations

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Irides Rules and Regulations

At Irides we take pride in the security and integrity of our facilities and our business. To that end, we have developed the following guidelines concerning access to our facilities and use of our services, for the protection of our clients.

Access to Irides Data Centers

Only those individuals identified in writing by Irides or Client ("Representatives") may access the Irides Data Centers. Client shall deliver prior written notice to Irides of any changes to the list of Representatives. Client and its Representatives shall not allow any unauthorized persons to have access to or enter any Internet Data Centers. Client and its Representatives may only access that portion of an Internet Data Center made available by Irides to Client for the placement of Client Equipment and use of the Internet Data Center Services (the "Client Area"), unless otherwise approved and accompanied by an authorized Irides representative.

Use of Irides Data Centers

(a) Conduct at Internet Data Centers. Client and its Representatives agree to adhere to and abide by all security and safety measures established by Irides. Client and its Representatives shall also not do or participate in any of the following:

- (1) misuse or abuse any Irides property or equipment or third party equipment;
- (2) make any unauthorized use of or interfere with any property or equipment of any other Irides client;
- (3) harass any individual, including Irides personnel and representatives of other Irides clients; and
- (4) engage in any activity that is in violation of the law or aids or assists any criminal activity while on Irides property or in connection with the Internet Data Center Services.

(b) Prohibited Items. Client and its Representatives shall keep each Client Area clean at all times. It is each Client's responsibility to keep its area clean and free and clear of debris and refuse. Client shall not, except as otherwise agreed to in writing by Irides:

- (1) place any computer hardware or other equipment in the Client Area that has not been identified in writing to Irides;
- (2) store any paper products or other combustible materials of any kind in the Client Area (other than equipment manuals); and
- (3) bring any Prohibited Materials (as defined below) into any Internet Data Center. "Prohibited Materials" shall include, but not be limited to, the following and any similar items: food and drink; tobacco products; explosives and weapons; hazardous materials; alcohol, illegal drugs and other intoxicants; electro-magnetic devices which could

unreasonably interfere with computer and telecommunications equipment; radioactive materials; and photographic or recording equipment of any kind (other than tape back-up equipment).

Equipment and Connections

If Client requests that any of its equipment be installed in a Client Area (the "Client Equipment"), each piece of Client Equipment must be clearly labeled with Client's name and individual component identification. Each connection to and from a piece of Client Equipment shall be clearly labeled with Client's name and the starting and ending point of the connection. Client Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption, and clearance requirements. Client must use its best efforts to provide Irides with at least 48 hours prior notice any time it intends to connect or disconnect any Client Equipment or other equipment.

LOCAL ACCESS DIALUP NUMBERS MAY NOT BE AVAILABLE IN ALL AREAS. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE IF USE OF A PARTICULAR Irides DIALUP NUMBER WILL CAUSE YOU TO INCUR LONG-DISTANCE, TOLL OR OTHER CHARGES. Irides IS NOT RESPONSIBLE FOR ANY LONG-DISTANCE OR TOLL CHARGES INCURRED BY YOU THROUGH YOUR USE OF THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR ALL TELECOMMUNICATIONS CHARGES INCLUDING LOCAL AND LONG-DISTANCE TELEPHONE CHARGES FOR CONNECTION TO THE SERVICE BY YOU AND BY THOSE WHO ACCESS THE SERVICE THROUGH YOUR ACCOUNT.

Scheduled Maintenance

Irides will conduct routine scheduled maintenance of its Data Centers and Data Center Services. In the event a mission critical maintenance situation arises, Irides may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Client's Equipment may be unable to transmit and receive data and Client may be unable to access the Client Equipment. Client agrees to co-operate with Irides during the scheduled and emergency maintenance periods.

Root / Administrator Password

Disclaimer

Please notify Irides of all changes to the admin/root account. Failure to notify Irides will result in technical support difficulties. Irides is unable to provide technical support without root access. Your cooperation is appreciated.

Online Conduct

Client acknowledges that Irides exercises no control whatsoever over the content of the information passing through Client's website(s) and that it is the sole responsibility of Client to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations. Client agrees not to:

- (1) send unsolicited commercial messages or communications in any form ("SPAM") through the Irides Network or advertising a site or service hosted on the Irides Network. See our knowledge Base document for the complete details

on the policy: <http://secure.irides.com/kb/articles/spampolicy.html>; this also applies to open relays.

- (2) engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as trade secret information in violation of a duty of confidentiality;
- (3) engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law;
- (4) send, post, or host harassing, abusive, libelous, obscene, or pornographic materials or assist in any similar activities related thereto;
- (5) intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses;
- (6) engage in any activities or actions intended to withhold or cloak Client 's or its Users' identity or contact information;
- (7) use the Irides connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, websites, chat rooms, or the like;
- (8) knowingly transmit any computer viruses, whether malevolent or benign; and
- (9) assist or permit any persons in engaging in any of the activities described above. If Client becomes aware of any Prohibited Activities, Client will use best efforts to remedy such Prohibited Activities immediately, including, if necessary, limiting or terminating User's access to Client's online facilities.

Security Policy

Irides customers agree to the terms and conditions of the Irides Security Policy as posted on its web site and incorporated by reference herein.

Irides strives to provide excellence in technical service to our clients. Periodically we review and update our Rules and Regulations to ensure that the service continues to reflect industry best practice. Please use our web site, www.irides.com to keep up to date with the latest changes.