

### **Dedicated Server Policy**

Following is the PrestigeTechnologies.com policy on dedicated server hosting. This policy may be updated periodically to define the relationship between PrestigeTechnologies.com and its clients, for the purpose of providing responsible service management. This policy was initially published on September 2, 2002 and was last modified on October 17, 2008.

The client renting a dedicated server from PrestigeTechnologies.com is presumed to have the knowledge and capability to securely maintain the server(s) under its control. This includes all aspects of server administration for all Internet services provided on the dedicated server.

PrestigeTechnologies.com reserves the right to inspect the configuration of all dedicated servers on its network to insure proper configuration and operation. PrestigeTechnologies.com will respect the confidentiality and proprietary nature of all client data.

### **PrestigeTechnologies.com Provided Services**

- PrestigeTechnologies.com provisions the server hardware and the physical and network infrastructure to connect it to the Internet. This includes power, space, climate control, and hardware maintenance on the server. Hardware failures due to normal wear and tear are the responsibility of PrestigeTechnologies.com.
- On Windows 2003 servers, PrestigeTechnologies.com will provide 5 SALs for each server configured in per-server mode. Clients may change to per-seat mode if desired. In either per-server or per-seat mode, it is each client's responsibility to insure that all seats have a CAL if required beyond the 5 initially provisioned by PrestigeTechnologies.com. Each client is liable for payment of all fines and/or penalties assessed against it or PrestigeTechnologies.com for inadequate SALs.

Serving web pages via IIS is covered under the standard Windows 2003 license, as long as service is done via the IIS anonymous user. If you set up IIS password protected web pages, these require SALs.

Please keep in mind that Microsoft restricts the ability to change back and forth between per-seat and per-server modes. Be sure that you understand this before making changes.

Additional SALs are available from PrestigeTechnologies.com by either monthly rental of PrestigeTechnologies.com owned SALs or by outright purchase of retail SALs. PrestigeTechnologies.com Windows 2003 Standard Edition SALs rent for \$3.59 per month each. A standard edition per processor SAL is \$145.17 per month. An Enterprise Edition SAL rent for \$6.18 per month each. An Enterprise Edition per processor SAL is \$194.34 per month. These prices are subject to change without notice. We however do our best to inform you of any known changes to Microsoft licensing changes.

- Windows Terminal Services have a different licensing procedure. If you run TS, you are responsible for insuring that your use is in compliance with Microsoft licensing policy. PrestigeTechnologies.com does not provide any TS SALs, as these depend on the client side software. If you wish to purchase TS SALs we will be glad to provision these for you.
- PrestigeTechnologies.com will provide limited services that require physical presence with the server, such as changing backup tapes (if part of the contracted service), or manually rebooting the server.
- There is no warranty of any kind, either for operation or security, on the software installation of the server beyond the initial delivery of an operational system to the client, configured as agreed upon between PrestigeTechnologies.com and the client.
- Except as specifically contracted between PrestigeTechnologies.com and the client, there is no backup service provided for client data. Hardware, software and/or other failures may result in irreversible loss of client data. It is the responsibility of the client to provision backup service as fits its specific need. In any failure case, except as previously agreed upon between PrestigeTechnologies.com and the client, PrestigeTechnologies.com's responsibility is limited to restoring the server as originally provisioned.
- PrestigeTechnologies.com dedicated solutions include basic server management in the monthly fee.
- PrestigeTechnologies.com defines basic server management as general maintenance which includes: O/S Patches and updates, monitoring up to 3 services, systems and processes, network intrusion detection and ping monitoring.
- Customers are responsible for and subject to all software vendor licensing terms, conditions, restrictions, and limitations. It is the customer's responsibility to ensure conformance to and abide by the specific terms and conditions of each application's licensing agreements.

- Managed dedicated server solutions do not include data backup and restore services. PrestigeTechnologies.com can accept no responsibility for any loss of data or consequences arising from this. PrestigeTechnologies.com always advises clients to back up their site data regularly for its own protection.

#### **PrestigeTechnologies.com Chargeable Services:**

All service provided outside the scope of the service described above is chargeable to the client. This includes software installation or configuration not included in the service provided by PrestigeTechnologies.com, or additional hardware that is installed on the server.

All such additional service will be provided at standard consulting rates during normal office hours. Emergency service after hours required for any reason other than failure of hardware or basic PrestigeTechnologies.com infrastructure may result in premium service charges. All such premium charges will be communicated to the client prior to performing the service.

- There are no hours set aside for server management except for the above, therefore any additional management work over this inclusive period incurs a service fee based on an \$150/hour labor rate, billed in half-hour increments with a half-hour minimum charge.
- PrestigeTechnologies.com will make all reasonable efforts to satisfy the customer's requests for technical and/or administrative changes to the customer's dedicated servers. Certain tasks, such as repairing software/system faults caused by the customer, or installing certain additional software packages, may, at the sole discretion of PrestigeTechnologies.com, incur a service fee based on a \$150/hour labor rate, billed in half-hour increments with a half-hour minimum charge.

#### **Software Services / Licensing:**

- Except for the base operating system installed on the server(s) and software specifically installed by PrestigeTechnologies.com as part of the server rental, the client is responsible for all software licensing for software installed on the leased server(s). Client is liable for payment of all fines and/or penalties assessed against it or against PrestigeTechnologies.com for violation of any licensing agreement(s) with respect to software installed by client on the server(s).
- Running a news server with only private newsgroups is acceptable practice. In no case will a news server be configured to take a feed of any public newsgroups.
- Servers running e-mail are permitted to relay only domains that are hosted on that server. In no case will relay of a non-local domain be permitted without the express consent of PrestigeTechnologies.com.
- CGI services are the single largest security issue on an open Web server. The client is responsible for all security and maintenance of CGI scripts installed on the server.

#### **Compliance with Law:**

Customer shall not post, transmit, retransmit or store material on or through any of Services or Products which, in the sole judgment of the Company (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

#### **Customer Security Obligation:**

Each Customer must use reasonable care in keeping each server or network devices attached to PrestigeTechnologies.com infrastructure up-to-date and patched with the latest security updates. Failure to use reasonable care to protect your server may result in a security compromise by outside sources. PrestigeTechnologies.com is not responsible for Customer server level security unless a security administration package, firewall security administration package or fully managed operating system package is contracted for. A compromised server creating network interference will result in immediate Customer notification and will be disconnected from the network immediately so as to not directly affect other Customers. No service credits will be issued for outages resulting from disconnection due directly to breached server security. The Customer is solely responsible for any breaches of security affecting servers under Customer control. If a Customer intentionally creates a security breach, the cost to resolve any damage to Customer's server or other servers will be charged directly to the Customer. The labor used to resolve such damage is categorized as emergency security breach recovery and is currently charged at \$195 per hour.

#### **System and Network Security:**

- Unless security monitoring service is specifically contracted to PrestigeTechnologies.com, the client is solely responsible for monitoring security issues for the software services running on its servers. While PrestigeTechnologies.com may, as a courtesy, provide security and virus alerts from time to time, the client is solely responsible for obtaining and responding to security updates for the services it provides.
- All patches and configuration changes to maintain proper security must be applied in a manner fitting the severity of the problem. Widespread root access bugs require immediate response to insure that service is not compromised.
- If any break-in is either suspected or actually detected, the client must contact PrestigeTechnologies.com support personnel immediately.

Violations of system or network security are strictly prohibited, and may result in criminal and civil liability. PrestigeTechnologies.com investigates all incidents involving such violations and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

1. Introduction of malicious programs into the network or server (example: viruses, worms, Trojan Horses and other executables intended to inflict harm).
2. Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information.
3. Executing any form of network activity that will intercept data not intended for the Customer's server.
4. Circumventing user authentication or security of any host, network or account.
5. Interfering with or denying service to any user other than the Customer's host (example: denial of service attack or distributed denial of service attack).
6. Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.
7. Failing to comply with the Company's procedure relating to the activities of Customers on the Company's premises. Violators of the policy are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as emergency security breach recovery and is currently charged at \$195 per hour required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be disconnected immediately. No service credits will be issued to Customers disconnected for network violations.

**Internet Etiquette:**

Each Customer is expected to execute reasonable Internet etiquette (Netiquette). The Customer will comply with the rules appropriate to any network to which PrestigeTechnologies.com may provide access. The Customer should not post, transmit, or permit Internet access to information the Customer desires to keep confidential. The Customer is not permitted to post any material that is illegal, libelous, and tortious, indecently depicts children or is likely to result in retaliation against PrestigeTechnologies.com by offended users. PrestigeTechnologies.com reserves the right to refuse or terminate service at any time for violation of this section. This includes advertising services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.

**Child Pornography:**

PrestigeTechnologies.com will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over PrestigeTechnologies.com network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

**Penalties:**

Managing the after effects of insecure server configuration is time consuming and costly to PrestigeTechnologies.com. Among other things, this includes answering complaints by outsiders and insuring that server software is up to date and properly configured to avoid repeating the situation. To that end, the following penalties may be imposed in specific situations:

- Running an open e-mail relay configuration, even if not actively exploited by spam relay, will result in a charge of USD \$100.00 for the first violation. All subsequent discoveries of an open e-mail relay will result in a charge of USD \$200.00 per violation.
- Actual exploitation of an open e-mail relay by spam relay will result in a USD \$500.00 charge for each occurrence.

**Email Policy:**

Mass Mailings. PrestigeTechnologies.com has a zero stance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of PrestigeTechnologies.com whether or not the message actually originated from our network.

Mailing Lists: PrestigeTechnologies.com's mass mailing rules also apply to mailing lists, list serves, or mailing services you may contract with. The policy is stated as follows: An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for your e-mail information or that has made their e-mail address available for distribution of information from you. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

If your actions have caused PrestigeTechnologies.com mail servers or PrestigeTechnologies.com IP address ranges to be placed on black hole lists and other mail filtering software systems used by companies on the internet, you will be assessed a \$150 charge to your account and \$150 per hour for administrative charges incurred to remove and protect mail servers and IP ranges.

Violation of the above terms will result in one or all of the following:

- A warning from via email or phone.
- Removal of DNS for the advertised / originating site.
- Temporary shutdown of the server or a block on outgoing mail.
- IP address routing to null. Repeat violation of the above terms will result in the following actions.
- Immediate disconnection of service with no re-activation.
- \$300 fee assessed to your account for violation.

**Copyright Infringement:**

PrestigeTechnologies.com data enter infrastructure including network, leased hardware, co-location services, and other hardware located in the facility may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights.

Creative, utilizing, or distributing unauthorized copies of software are a violation of federal and state law. If you copy, distribute or install the software in ways that the license does not allow, you are violating federal copyright law.

PrestigeTechnologies.com will cooperate with all law enforcement agencies in relation to alleged copyright infringement housed in our data enters.

Please see Copyright Infringement Reporting for procedures on disclosing alleged copyright infringement.

**IP Allocation:**

PrestigeTechnologies.com administers an Internet network on which multiple Customer servers reside. Customers shall NOT use IP addresses that were not assigned to them by PrestigeTechnologies.com NOC staff or network administrators. Any server utilizing IP addresses outside of the assigned range will be suspended from network access until such time as the IP addresses overlap can be corrected. Use of an unauthorized IP address will result in a charge of \$25 per IP. Use of an unauthorized IP address creating a third party customer outage will result in a \$300 charge and termination of service until the IP allocation is resolved.

**IRC Policy:**

IRC Servers are not allowed.

**Suspension and Cancellation:**

PrestigeTechnologies.com reserves the right to suspend service to any Customer located in our data enter for violation of the AUP. PrestigeTechnologies.com will use reasonable care in notifying the Customer and in resolving the problem in a method resulting in the least amount of service interference as reasonably possible. PrestigeTechnologies.com reserves the right to terminate service without notice for continued and repeated violations of the AUP. Continued violations of the AUP resulting in cancellation of services will also result in a fee in the amount of \$300 and contract acceleration for all amounts outstanding under the contract term.

**Defamation:**

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

**Refusal of Service:**

PrestigeTechnologies.com reserves the right at its sole discretion to refuse or cancel service. Violation of any of PrestigeTechnologies.com's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

**Abuse:**

Any attempts to undermine, slander, libel, threaten, or cause harm to a PrestigeTechnologies.com **server, customer, employee**, or the **company** directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

To report abuse on our network or servers, please e-mail [abuse@prestigetechnologies.com](mailto:abuse@prestigetechnologies.com) providing as much information as you can.

**Indemnification:**

Customer agrees that it shall defend, indemnify, save and hold PrestigeTechnologies.com (or it's employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against PrestigeTechnologies.com, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless PrestigeTechnologies.com against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with PrestigeTechnologies.com server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Customer agrees to limit the liability of PrestigeTechnologies.com to the amount paid for service.

**Standard Terms & Conditions & AUP:**

There is an additional Terms of Service agreement which applies to **ALL** clients and can be found <http://www.prestigetechnologies.com/tos.html> and <http://www.prestigetechnologies.com/aup.html>

**Disclaimer**

PrestigeTechnologies.com will not be responsible for any damages your business may suffer. PrestigeTechnologies.com makes no warranties of any kind, expressed or implied for services we provide. PrestigeTechnologies.com disclaims any warranty or merchantability or fitness for a particular purpose. PrestigeTechnologies.com has a 99.9% network uptime guarantee.

Finally, PrestigeTechnologies.com wishes to emphasize that in accepting services, customers indemnify PrestigeTechnologies.com for the violation of any law or PrestigeTechnologies.com policy, that results in loss to PrestigeTechnologies.com or the bringing of any claim against PrestigeTechnologies.com. This means that if PrestigeTechnologies.com is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against PrestigeTechnologies.com, plus costs and reasonable legal fees.

**Failure to comply with any of our terms & conditions will result in grounds for immediate account deactivation.**

**PrestigeTechnologies.com reserves the right to change, edit, or update the policies contained in this document at any time for any reason without notice. We do however do our best to inform you of any updates made via an email communication.**