

Venyu Business Legal Policies

A Commitment To Your Privacy

The Venyu Business Privacy Policy and Acceptable use policy are included below for you to review.

Privacy Policy

Purpose

Venyu Solutions, L.L.C. (Venyu, us, we, or our) has created this privacy statement in order to demonstrate our commitment to your privacy. The following discloses our information gathering and dissemination practices for the Venyu.com website, including all sub-domains under these domains.

Information Collection

You can browse our site without entering any personal information and therefore remain anonymous during your visits. Our web site logs IP addresses for system administration purposes only. IP addresses are logged to track a user's session, providing us with an idea of which parts of our site users are visiting. We do not link IP addresses to anything personally identifiable. This means that a user's session will be tracked, but the user will be anonymous. In addition, we maintain system logs for periods of short duration which allow us to manage system usage and capacity and respond to any problems. These system logs can be matched to an individual user, but unless there is a reported problem requiring such matching we do not make any matching.

Additionally, our web sites may utilize on-line order forms for customers to request services. Through these order forms we collect your contact information and financial information. Your contact information from the order forms is used to contact you regarding the status of your account and to send you information about our available services. Financial information that we collect from you is used to bill you for any services to which you subscribe. You can be assured that we will not utilize this information for any purposes other than those stated above, and that we will not sell your contact information to others.

Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. Once the user closes their browser, the cookie simply terminates. We may use cookies to measure and aggregate information about visitors to our site. If a user rejects the cookie, they may still use our site. Most browsers allow you to reject cookies or to choose which cookies to accept.

Links

Our web site contains links to other sites. Please be aware that we are not responsible for the privacy practices of other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by our site.

Security

We take every precaution to protect our user's information. We have security measures in place to protect the loss, misuse, and alteration of information under our control. This information is accessible to select number of employees. Company policy prohibits any unauthorized use, alteration, changes or copies of data.

Supplementation Of Information

We will release personally identifiable information about you as is reasonably necessary for the provision of services for which you have subscribed. This includes, but is not limited to:

- provision of financial information to organizations such as VeriSign, PaymenTech, Signio and CyberCash for billing purposes,
- provision of contact and software usage information to our software license providers for the purpose of software licensing compliance, licensing usage calculation, and billing purposes
- provision of your account information to independent contractors providing services in support of our delivery of services to you. Independent contractors to whom we may provide account information for service purposes are required to sign a non-disclosure agreement.
- transfer information that you provide to apply for separate software licenses through us. The information you provide to us to apply for separate software licenses or directly to the software licensor will be subject to the privacy policy of the licensor and not this Privacy Policy.

In addition, we may release personally identifiable information necessary for the prosecution or defense of any legal claim or right to which we are a party. We will also release personally identifiable information as required by law.

Children's Guidelines

We require that all account holders be 18 years of age or older. Children are not provided access to any EATEL Business.com services in which any personal data is collected beyond the collection of a visitor's IP address and session status. If we become aware that any child has access to our non-publicly available web sites, the account through which the child has gained access will be terminated. No information should be submitted to or posted at any site owned by us by persons under 13 years of age. We do not knowingly collect personal information from children under the age of 13. All of our services are open only to persons over the age of 18. If you believe we have collected any information from or about anyone under 13, please contact us immediately at info@venyu.com

Contacts From Our Site / Opt-Out Procedures

If you wish to terminate your account or opt-out of receiving communications from us which are not reasonably necessary for the provision of services to you, please contact us at the address below.

If you have any questions about this privacy statement, the privacy practices of our web sites, or your dealings with our's web sites, you may contact:

Venyu – Legal Dept.
913 S. Burnside Avenue
Gonzales, LA 70737
info@venyu.com

Site And Service Updates

We may send our customers a welcoming email to verify password and username. Additionally, we may send site and service announcement updates to our users. Customers are not able to unsubscribe from service announcements, which contain important information about the service. We may also communicate with our customer to provide requested information and services and in regards to issues relating to their account via email or phone.

Notification of Changes

If we decide to change our privacy policy, we will post those changes on our website so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email. Users will have a choice as to whether or not we use their information in this different manner. We will use information in accordance with the privacy policy under which the information was collected.

If you feel that we are not abiding by this privacy policy, please email us at info@venyu.com, or you may contact us at: 913 S. Burnside Avenue, Gonzales, LA 70737.

Thank you for placing your trust with Venyu.

Venyu Acceptable Use Policy ("AUP")

Venyu has published this Acceptable Use Policy ("AUP") as part of our overall effort to provide high-quality, reliable service to our clients; protect the privacy and security of our clients, systems, and networks; encourage responsible use of network resources; and comply with applicable laws. This AUP is an integral part of your Agreement with Venyu for the provision of Services set forth in the Business Service Agreement (BSA) and Master Service Agreement (MSA). This AUP describes the types of uses which are contrary to our objectives and which are, therefore, prohibited. To achieve our objectives, Venyu may in its sole discretion determine whether a use of our Services is a violation of this Policy. Your services may be suspended or terminated for violation of this AUP in accordance with your services Agreement with Venyu. Clients are responsible for keeping informed of the current AUP in effect, including any revisions or updates, and for abiding by the terms of this AUP. Capitalized terms used in this AUP shall have the meaning given in your Agreement.

Client will not be issued a credit for any interruption in service resulting from violations of this AUP. You are solely liable and responsible for your use of the Venyu services.

Illegal Use

Any use of Venyu Services in a manner which is defined or deemed to be statutorily illegal is a direct violation of Venyu's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, "Ponzi schemes" or other fraudulent activities, invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

Abuse

You may not use Venyu's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- The storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity; provided, however, programs used in the normal ordinary course of business are deemed acceptable.
- Any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;

- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Venyu or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the Venyu network or website, or Venyu's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack. Venyu absolutely prohibits the use of services or network services for the origination or control of denial of service ("DoS") attacks or distributed denial of service ("DDoS") attacks. Any relation to DoS or DDoS type activity is a direct violation of Venyu's AUP.

Server Abuse

Any attempts to undermine or cause harm to a Venyu server or subscriber of Venyu is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the Venyu's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting or expropriating any system, data or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mail-bombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the Venyu network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other clients' data that is stored on the network. You further agree to take corrective action immediately upon notification by Venyu or any third part that indicates that the security or integrity of one or more of the computer systems or networks under your control have been compromised. Failure

to take immediate action will result in Venyu personnel taking steps to mitigate the problem at your expense.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Venyu is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Bulk Email

You may not use any Venyu Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the Venyu system is not considered Bulk Mail.

Mail Requirements

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act. In addition, your bulk and commercial email must meet the following requirements:

- Your intended recipients have given you their consent to receive email from you via some affirmative means, such as an opt-in procedure ("Opt-out only" is not acceptable);
- Your procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
- You retain evidence of each recipient's consent in a form that can be promptly produced on request, and you honor recipient's and Venyu's requests to produce consent evidence within 72 hours of receipt of the request;
- You have procedures in place that allow a recipient to revoke their consent - such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line; you honor revocations of consent within 48 hours, and you notify recipients that the revocation of their consent will be implemented in 48 hours;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;
- You must have a Privacy Policy posted for each domain associated with the mailing;
- You have the means to track anonymous complaints;
- You may not obscure the source of your email in any manner, such as omitting, forging, or misrepresenting message headers or return addresses. Your email must include the recipients email address in the body of the message or in the "TO" line of the email;

- The subject line of the email must clearly describe the subject matter contained in the email, and the message must include valid contact information; and
- You must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These policies apply to messages sent using your Venyu services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your Venyu service. In addition, you may not use a third party email service that does not practice similar procedures for all its clients. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you. Venyu may test and otherwise monitor your compliance with its requirements. Venyu may block the transmission of email that violates these provisions. Venyu may, at its discretion, require certain clients to seek advance approval for bulk and commercial email, which approval will not be granted unless the client can demonstrate that all of the requirements stated above will be met. Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. Venyu shall have the right to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

Unsolicited Communications

You may not use your service to send email or any other communications to a person who has indicated that they do not wish to receive it. If the communication is bulk mail, then you will not be in violation of this section if you comply with the 48 hour removal requirement described above.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a Venyu system, subsystem or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without Venyu's express written consent.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using your Venyu services.

Offensive Content

You may not publish, transmit or store on or via Venyu's network and equipment any content or links to any content that Venyu reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;

- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Venyu; or
- is otherwise malicious, fraudulent, or may result in retaliation against Venyu by offended viewers or recipients, or
- is intended to harass or threaten.

Content "published or transmitted" via Venyu's network or equipment includes Web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the Internet.

Live Events

You may not use your Venyu services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. Venyu may prohibit you from streaming other live events where there is a special risk, in Venyu's reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use Venyu's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is Venyu's policy to terminate in appropriate circumstances the services of clients who are repeat infringers.

Shared Systems

You may not use any shared system provided by Venyu in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Venyu Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud clients' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other clients' data that is stored on the same system.

Other

- You must have valid and current information on file with your domain name registrar for any domain hosted on the Venyu network.

- You must request authorization to store, process, or transmit cardholder data or sensitive authentication data through any Venyu system components that are included in or connected to your cardholder data environment as defined by the Payment Card Industry standards. Venyu reserves the right to accept or deny requests at its sole discretion and may suspend or terminate services for violation of this AUP in accordance with your services Agreement with Venyu.
- You must request authorization to connect a wireless access point in your designated space i.e. rack/cage in any of the Venyu Data Centers. Wireless access points may only be turned on/active while a client contact is physically onsite at one of the data centers. If a client wireless access point is found to be active within a Venyu data center and a client contact is not physically present, Venyu will disconnect the device immediately. Venyu reserves the right to accept or deny wireless access point requests at its sole discretion and may terminate wireless access point connects for violation of this AUP in accordance with your services Agreement with Venyu.
- If you are a controller or processor of personal data of natural persons throughout the European Union, you must request authorization to store, process, or transmit that data through any Venyu system and/or components that are included in or connected to your client environment. Venyu reserves the right to accept or deny requests at its sole discretion and may suspend or terminate services for violation of this AUP in accordance with your services Agreement with Venyu.
- You play a crucial role in achieving the overall objectives mentioned in this policy. You are strongly encouraged to develop and implement information technology best practice controls within your own environment as described in industry-recognized control frameworks published by standard setting organizations such as but not limited to NIST, ISACA, and/or ISO.
- You may only use IP addresses assigned to you by Venyu in connection with your Venyu services.
- You agree that if the Venyu IP numbers assigned to your account are listed on an abuse database, you will be in violation of this AUP, and Venyu may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.
- You agree that if you register a DNS record or zone on Venyu managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Venyu may modify, transfer, or delete such records or zones.
- We do not allow game servers (dedicated game server programs) of any kind.
- You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.
- Venyu may terminate your Services if your email address or related IP number(s) is/are blacklisted by any third-party, or Venyu is retaliated against as a result of your use of the mail system, regardless of whether you are in breach of this AUP or are otherwise at fault.
- The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of Venyu's AUP. This includes UseNet services located within the Venyu network or unrelated third party networks.
- You agree to maintain applicable and up-to-date software/hardware licenses in accordance with the license agreements as put forth by the software manufacturer for all client-owned infrastructure residing on Venyu managed or operated property. Venyu may in its sole discretion determine through any means necessary whether a use of our Services is a violation of this Policy and/or manufacturer software licensing agreements. Your services may be suspended or terminated for violation of this AUP in accordance with your services Agreement with Venyu.

Disclosure To Law Enforcement

Occasionally, Venyu is required by law to submit client information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. Venyu utilizes great care in keeping client information safe and private and will only release information described in the subpoena order. Venyu will notify client of the information request to the extent permitted by the subpoena or order

SLA

No credit will be available under a Venyu service level guaranty or agreement for interruptions of service resulting from AUP violations.

Third Party Software Policy

This document governs the use of third party products and software, which may include associated media, printed materials, and “online” or electronic documentation (individually and collectively, “Third Party Products”) (i) provided by Venyu Solutions, LLC (hereinafter referred to as “Venyu”) as part of a Service, (ii) deployed by You in a Venyu Technology Center, and/or (iii) rented by You through Venyu as part of a SPLA or similar program. By purchasing, downloading or deploying any of the Third Party Products, you agree to be bound by the applicable terms for those Third Party Product(s). If you do not agree to be bound by any of the applicable terms for the Third Party Products, then you must not use those Third Party Products. Venyu reserves the right to modify this document from time to time. You agree that you will be bound by the most recent version of the Third Party Terms at any point in time.

I. General Terms of Use Applicable to all Third Party Products

1. **END USER LICENSES.** By installing and using the Third Party Products you agree to comply with the terms and conditions of all end user license agreements or terms of use accompanying any software or plug-ins to such Third Party Products distributed or used in connection with Venyu Services, as these agreements may be amended from time to time. All such agreements are incorporated in this Policy by reference.
2. **PRICING AND SERVICES.** Subject to applicable law, and notwithstanding anything to the contrary in the MSA, Venyu shall have the right to change the Third Party Products and rates or charges, at any time with or without notice. Features or offerings contained in the Licensed Products, including but not limited to, functionality, hours of availability, and customer equipment requirements may be changed or modified at any time with or without notice. If we do give you notice, it may be provided via email to the Authorizing Officer on your account, on your monthly bill, as a bill insert or other communication permitted under applicable law.
3. **END USER RESPONSIBILITY.** It is your responsibility to track all licenses for all the Third Party Products used by you. You will be responsible for payment for all Third Party Products deployed by you. You will be responsible for any and all fees related to your over deployment of the Third Party Products including any interest, penalties, and third-party audit costs assessed against Venyu by a provider of Third Party Products.

II. Microsoft Terms of Use

1. **MICROSOFT TERMS.** The following terms apply to your use of Microsoft Third Party Products (“MTPP”) Venyu does not own the MTPP and the use thereof is subject to certain rights and limitations of which Venyu must inform you. Your right to use the MTPP is subject to the terms of your Master Services Agreement with Venyu, and to your understanding of, compliance with, and consent to the following terms and conditions, which Venyu does not have authority to vary, alter, or amend.

2. DEFINITIONS.

“Client Software” means software that allows a Device to access or utilize the services or functionality provided by the Server Software. “Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or other electronic device.

“Server Software” means software that provides services or functionality on a computer acting as a server.

“Software Documentation” means any end user document included with server software.

“Redistribution Software” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

3. OWNERSHIP OF MTPP. The MTPP are licensed to Venyu from an affiliate of the Microsoft Corporation (collectively “Microsoft”). All title and intellectual property rights in and to the MTPP (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the MTPP) are owned by Microsoft or its suppliers. The MTPP are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the MTPP does not transfer any ownership of the MTPP or any intellectual property rights to you.

4. USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices by Venyu only in accordance with the instructions, and only in connection with the services, provided to you by Venyu. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

5. USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by Venyu, you may have access to certain “sample,” “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) AVAILABLE TO YOU AT <http://spur.microsoft.com/products.aspx> . Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms.

6. COPIES. You may not make any copies of the MTPP; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Venyu; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Venyu, upon notice from Venyu or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the MTPP.

7. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the MTPP, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

8. NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the MTPP to any third party, and may not permit any third party to have access to and/or use the functionality of the MTPP except for the sole purpose of accessing the functionality of the MTPP in the form of software services in accordance with the terms of this agreement and any agreement between you and Venyu.

9. TERMINATION. Without prejudice to any other rights, Venyu may terminate your rights to use the MTPP if you fail to comply with these terms and conditions. In the event of termination or cancellation

of your agreement with Venyu or Venyu's agreement with Microsoft under which the Licensed Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the Licensed Products and all of its component parts.

10. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY VENYU AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

11. PRODUCT SUPPORT. Any support for the Licensed Products is provided to you by Venyu and is not provided by Microsoft, its affiliates or subsidiaries.

12. NOT FAULT TOLERANT. THE MTPP MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

13. EXPORT RESTRICTIONS. The MTPP are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and U.S. laws that apply to the MTPP, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

14. LIABILITY FOR BREACH. In addition to any liability you may have to Venyu, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

15. LICENSE MOBILITY. If you are a Microsoft Volume Licensing customer with eligible application server licenses that are covered by active Software Assurance, you can elect to use License Mobility through Software Assurance. You will be expected to follow the procedures and requirements set forth by Microsoft including those found [here](#).

III. Red Hat Terms of Use

1. Red Hat Portals and Content. Through various Red Hat websites and portals, including but not limited to Red Hat Network, the Red Hat JBoss Customer Support Portal, and the Red Hat Customer Portal (collectively, "Red Hat Portals"), Red Hat, Inc. ("Red Hat") provides you—as a Red Hat customer—with access to a variety of software, services, web pages, text, documents, and other works of authorship, images, graphics, audio and video content, forums, discussion groups, blogs, and other content (collectively, the Red Hat Portals and foregoing content are referred to as "Red Hat Content").

2. Terms Applicable to Red Hat Content. In order to access a Red Hat Portal and Red Hat Content, you must be a current Customer of Red Hat or its affiliates—in other words, you must have active valid subscriptions under the terms of a support subscription agreement (such as the Red Hat Enterprise Agreement) between you and Red Hat and/or a Red Hat affiliate ("Customer Agreement"). Your access to and use of Red Hat Content is subject to these Terms of Use and your Customer Agreement. Some Red Hat Content may have additional terms, license agreements, privacy terms, export terms, subscription agreements, or other terms and conditions ("Additional Terms") that apply to your access to or use of the applicable Red Hat Content. In the event of a conflict, inconsistency, or difference between these Terms of Use and the Additional Terms, the Additional Terms will control. Red Hat may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted. Your continued use of a Red Hat Portal after changes to the Terms of Use have been published constitutes your binding acceptance of the updated Terms of Use. If at any time the Terms of Use are no longer acceptable to you, you should immediately cease all use of the Red Hat Content.

These Terms of Use and the Additional Terms (where applicable) form a legally binding agreement between you and Red Hat. Therefore, it is important that you read them carefully before accessing any Red Hat Content. In order to use Red Hat Content, you must first agree to these Terms of Use.

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Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations exists or is enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

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1. A description of the copyrighted work or other intellectual property that you claim has been infringed.
2. A description of the material that you claim is infringing the copyrighted work listed in item #1.
3. An address, telephone number, and an email address where the alleged infringing party can contact you.
4. The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. Your electronic or physical signature.

To file a counter notification with us, please provide the following information to the Red Hat-designated copyright agent listed below:

1. A description of the material that Red Hat has removed or to which Red Hat has disabled access.
2. Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or Wake County, North Carolina, if your address is outside of the United States), and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
3. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
4. Your electronic or physical signature.

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General Counsel
Red Hat, Inc.
100 E. Davie St.

Raleigh, NC 27601
fax: +1 919-754-3704

IV. Citrix Terms of Use

1. Citrix Terms of Use are found at <http://www.citrix.com/buy/licensing/agreements.html>

V. Rubrik End User License Agreement

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VI. Alert Logic Terms and Conditions

Hardware Loan. In certain instances Client's service configuration may require the use of hardware supplied by Alert Logic to enable the Venyu Sentinel Security Suite powered by Alert Logic Services

(the "Hardware"). The Hardware is loaned, not sold, to Client, for use solely during the term of this Proposal, and will at all times remain the property of Alert Logic. Client will use a reasonable degree of care to maintain and protect the Hardware. Client will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy the Hardware (including any Software or firmware that is part of, incorporated into or running on the Hardware). Client assumes all risk of, loss, damage, theft, or destruction of the Hardware while it is in the Client's possession or control or that of its agents, including any carrier (except any carrier transporting the hardware from the possession of Alert Logic to Client), and Client will reimburse Alert Logic and/or Venyu for any costs of necessary repair or replacement. Client will keep the Hardware free of all security interests, liens, and other encumbrances.

License Grant. Alert Logic hereby grants to Client a nonexclusive, royalty-free license, during the term of this Proposal, to use the Alert Logic Technology solely for purposes of using the Alert Logic Services. Client shall have no right to use the Alert Logic Technology for any purpose other than using the Alert Logic Services.

Service Warranties.

(a) Service Level Warranty. Subject to the exceptions set forth herein, Alert Logic warrants that it will provide each Service at or above the service levels defined below (the "Service Level Warranty"):

(i) Alert Logic will provide 99.9% reliability for its hosted services. The 99.9% reliability is calculated by determining the total time in minutes for a month, or a year, subtracting all planned maintenance time, and then dividing all unplanned downtime of the hosted services by the remaining time. Alert Logic's obligations under this Proposal are in effect during all hours of operation, except during planned maintenance windows and any approved additional maintenance windows scheduled by Alert Logic.

(ii) Alert Logic will notify Client at least 3 days in advance of any additional planned maintenance occurring outside of the standard maintenance window and make efforts to accommodate Client's needs regarding the additional maintenance requirement. Alert Logic will provide Client as much notice as possible when unplanned maintenance occurs.

(iii) For Clients purchasing ActiveWatch, for all networks segments for which Threat Manager and ActiveWatch services are deployed ("Protected Networks"), Alert Logic will escalate detected security incidents for network threats to Protected Networks within 30 minutes of their occurrence.

(iv) For Clients purchasing LogReview, Alert Logic will (a) review data for the prior day within 24 hours, (b) escalate potential security incidents to Client upon detection and (c) maintain an audit trail of review activity on a daily basis that is accessible online.

(v) Alert Logic will respond to properly submitted service requests within 2 hours of receipt and either resolve or escalate properly submitted service requests within 24 hours of receipt. Service requests must be submitted via e-mail or telephone.

(b) Remedies. In the event that Alert Logic fails to provide a Service at the level required by the Service Level Warranty, Client's only remedies are those set forth in this Section (the "Remedies").

(c) Client Must Request Remedies. In order to receive any of the Remedies, Client must notify Alert Logic via email to Accounting@AlertLogic.com with a copy to Venyu via email to info@venyu.com within seven (7) days from the time Client becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Client's right to receive such Remedies.

(d) Remedies Shall Not Be Cumulative; Maximum Remedy; No Remedies if Delinquent. The Remedies set forth herein are not cumulative. The aggregate maximum Remedy for any and all failures to provide Services at the level required that occur in a single calendar month shall not exceed one calendar month of service credit. If Client is late in making any payments owing pursuant to this

Proposal at the time of the occurrence which would otherwise entitle Client to Remedies, none of such Remedies shall be available to Client.

(e) The Service Level Warranty set forth in this section apply only to the Venyu Sentinel powered by Alert Logic Services and do not apply to any other Services provided under this Proposal or the MSA.

(f) No Other Warranty. Except for the express warranties set forth in this Section of the Proposal, the Venyu Sentinel Security Suite powered by Alert Logic Services and Hardware are provided on an "as is" basis, and Client's use of the Services and Hardware is at its own risk. Alert Logic and Venyu do not make, and hereby disclaims, any and all other express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Neither Alert Logic nor Venyu warrant that the Services or Hardware will be uninterrupted, error-free, or completely secure. Alert Logic does not and cannot control the flow of data to or from Alert Logic's data centers and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's or Alert Logic's connections to the Internet (or portions thereof). Although Alert Logic will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Alert Logic cannot guarantee that such events will not occur. Accordingly, Alert Logic disclaims any and all liability resulting from or related to such events.

VII. EVAULT Terms and Conditions

1. EVAULT Terms and Conditions can be found at <http://lts2.evault.com/general-terms-conditions/>

VIII. Veeam End User License Agreement

1. Veeam End User License Agreement can be found at <https://www.veeam.com/eula.html>

IX. Zerto Terms and Conditions

1. Zerto Terms and Conditions can be found at <http://www.zerto.com/zerto-terms-and-conditions-product/>

X. VMware End User License Agreement

1. VMware End User License Agreement can be found at <https://www.vmware.com/download/eula>

XI. Vision Solutions Double-Take Software Products End User License Agreements

1. Vision Solutions Double-Take Software Products End User License Agreements can be found at <http://www.visionsolutions.com/company/end-user-license-agreements>

Refund Policy

Venyu does not issue payment refunds. Service Level Credits in favor of Client shall be counted against the Service Fees for the applicable month