

Thobson Legal Section

All materials appearing anywhere on the Thobson™ Internet site are protected by worldwide copyright laws and treaty provisions. The copyright on such materials is held by Thobson™ or by the original creator of the materials. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described in Thobson™'s Logos and Links page or with Thobson™'s prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on Thobson™'s Internet site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

U.S Government Rights

United States Government license rights in the materials appearing on Thobson™'s Internet site are limited to those mandatory rights identified in DFARS 252.227-7015(b) and all other applicable laws and regulations. All other use is prohibited without the prior written approval of Thobson™. Use of any of the materials appearing on Thobson™'s Internet site by the Government constitutes acknowledgment and acceptance of Thobson™' proprietary rights in the materials.

Terms of Use

The terms for use of Thobson™'s Internet site are provided on Thobson™'s Site Terms of Use page. Your use of Thobson™'s Internet site constitutes your acknowledgment and acceptance of Thobson™'s terms of use. If you do not agree with these terms of use, please do not use Thobson™'s Internet site. Thobson™ enforces its usage policies and terms of service to maintain the quality of its services and to assure mutual respect between clients.

Terms of Services

All services offered by Thobson™ are subject to the Terms of Services by signing up, the client accepts the terms of service.

Acceptable Use Policy

- No form of SPAM whatsoever will be tolerated, even if the emails are said to be opt-in.
- You may not host an IRC server connected to an IRC network.
- It is prohibited to distribute or publish data protected by copyrights.
- It is prohibited to contravene to the USA, Canadian & Pakistan Software Export Laws.
- It is prohibited to make false or fraudulent representations.
- It is prohibited to interfere with a third party's use of Thobson™'s services.
- It is prohibited to threaten the physical integrity of individuals or goods.
- It is prohibited to use Thobson™'s services in such a way that compromises security.

Thobson Terms of Use & Acceptance Use Policy

This Acceptable Use Policy ("the Policy") applies to all Services & Websites hosted by Thobson Group, Inc. Thobson services or Internet connectivity are collectively referred to as the "Service."

Please read this Policy in its entirety and all users of our Service will be bound by this Policy, which may be updated from time to time without notice so please check back periodically for any substantive changes.

U.S Government Rights

Violation of this Policy is grounds for termination of the Service. If you do not wish to be bound by these policies, please do not use the Service.

This Acceptable Use Policy (the "Policy") governs the use by Customer of Service(s) offered by THOBSON.

Illegal / Adult Content

Thobson neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity, including but not limited to, gambling, the offering for sale of illegal weapons, and the promotion or publication of any material that may violate hate crimes legislation.

Thobson reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any Services rendered to Customer by Thobson are an appropriate recompense to Thobson for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees.

Further, should Customer violate this policy, Thobson will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's site, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

Internet Abuse

Thobson will always take the appropriate action when Internet abuse is brought to our attention. Customer shall not abuse Internet resources including, but not limited to, activities such as using a nonexistent electronic mail ("e-mail") return address on a commercial solicitation; spamming (sending unsolicited material to numerous e-mail address or newsgroups and/or generating a significantly higher volume of outgoing e-mail than a normal user, as determined by Thobson); allowing spamming by third parties to promote a Website hosted by Thobson; offering for sale or otherwise enabling access to (i) warez or (ii) software products that facilitate the sending of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses ("spamware"); trolling (posting outrageous messages to generate numerous responses); mail-bombing (sending multiple messages without significant new content to the same user); subscribing someone else to a mailing list without that person's permission; or cross-posting articles to an excessive number of newsgroups. Thobson reserves the right to determine what constitutes abuse.

Wrongful Conduct

Customer shall not commit or permit wrongful or damaging acts which justify civil action including, but not limited to, posting of defamatory, scandalous, or private information about a person without their consent or intentionally inflicting emotional distress.

Illegal / Unauthorized Access to Other Computers or Networks

Customer shall neither permit, allow, nor participate in the illegal or unauthorized accessing (often known as "hacking" or "cracking") of computers or networks. Customer shall not use our systems to engage in illegal activities including, but not limited to breaking into remote systems, credit card fraud, theft, vandalism, threats, or violence. These unacceptable uses carry potential civil and criminal penalties under both federal laws and the laws of most states and may constitute grounds for immediate termination.

Thobson will actively assist law enforcement agencies with the investigation and prosecution of any such activities, including surrendering Customer account information. Complaints regarding security should be sent via e-mail to complaints@thobson.com.

Unsolicited Commercial E-main & Unsolicited Bulk E-mail ("SPAM")

Unsolicited e-mail, including commercial advertising and informational announcements sent without the recipient either requesting such information or otherwise explicitly expressing an interest in the material, is strictly prohibited. SPAM activity that does not originate from a Thobson Server but attempts to direct recipients via a link or otherwise to a site on the Thobson network is also a violation of this Policy. Any bulk e-mail must contain instructions for the recipient to request removal from the mailing list. Links and addresses providing such a reply option must be kept current. A user shall not use another Website's mail server to relay mail without the express permission of the Website. Since many Internet users use a dial-up connection and pay for their online time, it costs them money to receive e-mail.

It should be noted that a user has not expressed an interest by the mere act of posting a news article in any particular newsgroup, or by visiting a Website, unless they have made a specific request for information to be e-mailed to them.

Unauthorized use of the Thobson Network in connection with the transmission of unsolicited bulk e-mail ("SPAM"), including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.)

Thobson's response to a first spamming offense is to either terminate the account immediately or advise and educate the Customer through an e-mail warning and/or phone call, in Thobson's sole discretion. A minimum \$100 (One Hundred U.S. Dollars) per hour spam handling fee will be charged to Customer's account for all valid complaints, as determined by the ThobsoN Abuse Team.

Complaints regarding illegal use or system or Network security issues should be sent via e-mail to complaints@thobson.com

Usenet

Posting the same or similar message to one or more newsgroups, off-topic posting or multiple-posting, may be in violation of the newsgroup charter and is also considered by Thobson as internet abuse.



System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples of system or network security violations include, without limitation, the following:

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.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with Service to any user, host or network including, without limitation, electronic junk mailing, flooding, or deliberate attempts to overload a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

Forged Headers and/or Addresses

Forging headers or messages means sending e-mail so that its origin appears to be another user or machine, or a nonexistent machine. It is also forgery to configure the reply to address of the e-mail without the authorization and permission of the Website. These practices are prohibited.

Mail Bombing

Mail bombing is the sending of multiple e-mails, or one large e-mail, with the sole intent to overload a system or to seek revenge on a fellow Internet user. It is wasteful of shared Internet resources and is of no value to the recipient. This practice is prohibited.

Mailing List Subscriptions

List owners are encouraged to confirm all subscription requests from the apparent subscriber before starting to send any list e-mail. List owners must ensure that unsubscribe requests are handled from people who were unaware that they had joined a mailing list. It is not acceptable to subscribe people to a list merely because he or she has visited your Website or used one of your products; the person must make an explicit request to be listed. However some reports occur because people have genuinely forgotten that he or she has made such a request. If you run a mailing list, Thobson strongly suggests to keep copies of administrative requests (Web logs, or e-mails including headers) so that you may demonstrate your subscription requests were genuine.

Copyright or Trademark Infringement

Thobson may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation, including export control laws, is prohibited. This includes, without limitation, material protected by patent, copyright, trademark, service mark, trade secret or other intellectual property rights. If you use another party's material, you must obtain prior authorization. By using the Services, you represent and warrant that you are the author and copyright owner and/or proper licensee with respect to any hosted content and you further represent and warrant that no hosted content or domain name violates the trademark or domain name rights of any third party. Thobson reserves the right to suspend or terminate a Customer that, in Thobson's discretion, violates these policies or violates any law or regulation, e.g., the Digital Millennium Copyright Act and any other related legislation or a court order.

However Thobson reserves rights to use its customers name and logo including contact person for marketing and references to be provide within Thobson Website and Thobson related Promotional material including but not limited to website, brochures, advertisements, references etc.

However Thobson will not disclose any confidential information including the email addresses or contact information to any third party.

Misuse of System Resources

Customer shall not misuse system resources including, but not limited to, employing posts or programs which consume excessive CPU time or storage space; utilizing excessive bandwidth, permitting use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for the Customer's own account; resale of access to CGI scripts installed on Thobson's servers; or resale of Thobson Internet access.

Mission 500 Customization Policy

Custom CGI Extension

CGI execution is allowed. This involves settings being made to the customer's Website properties within IIS, including an application mapping for the .cgi file suffix. This could either be mapped to a binary CGI or a script, i.e. Perl. These files are suffixed with the .cgi extension and run within a customer's Web service.

Custom Executables

Custom executables are not supported on the Mission product line. Commonly, these are file types suffixed by .exe and run as an application on the server. These file types may also be suffixed by .bin if they have been converted using a utility like 'exe2bin'.

Custom DLL Registration

At this time, we do allow the registration of custom Dynamic Link Libraries (DLL). DLL is defined as "executable routines (generally serving a specific function or set of functions)" stored as separate files with the .dll extension. "These routines are loaded only when needed" by the client's code that calls them.

Thobson reserves the right to deny the registration of a DLL for any reason; likewise, we also reserve the right to disable any DLLs at any time without cause. In the event of a migration, the customer will be responsible for providing Thobson information regarding their registered DLL. The following procedures will be used to qualify a DLL for registration. Failure to meet any of the below requirements will disqualify the DLL; however, meeting these requirements does not indicate an approval of the Custom DLL

3rd party DLL registration request process

if the customer has requested a third-party DLL to be registered the following steps will be take

- Customer submits a request to have the DLL reviewed.
- Customer will provide DLL.
- Customer will provide vendor URL.
- Customer will provide information concerning the DLL's licensing if applicable.
- Customer will provide working code (ASP, etc.) that calls each method (routine) within the DLL.
- Development provides a reasonable time-line for confirmation or denial. Usually 7-10 business days.
- Development researches Vendor.
- Development determines if the DLL is licensed to run on the servers.
- Development determines if the DLL is fully compatible on Windows 2000.
- Development will register the DLL on a test server as if were the customer's site.
- Development will register the DLL within the customer's memory space and user context.
- This is done through Component Services
- Ensures that the DLL has its own memory space (the customer's) and that it does not run as an administrator on the server
- We will not allow the DLL to run as a SYSTEM process nor under any other user context other than the customer's.
- Development will use the provided code to run a test against the DLL for 72 hours.

Once the above steps have been performed, development will make the decision to allow or deny the registration of the DLL.

Customer Written DLL

If the Customer has requested a DLL they have written to be registered on the server, the following steps will be taken:

Customer submits a request to have the DLL reviewed.

- Customer will provide the source code.
- Customer will provide working code (ASP, etc.) that calls methods from the DLL.
- Customer will provide any documentation they have regarding the DLL.
- Customer will provide a description of the DLL.

Development provides a reasonable time-line for confirmation or denial. Usually 7-10 business days.

- Development does a sight review of the source code.
- If any noticeable errors are spotted within the source code we will return the code to the customer indicating this information; however, we will not troubleshoot source code.
- Development will compile the source code
- Development will register the DLL within the customer's memory space and user context.
- This is done through Component Services.
- Ensures that the DLL has its own memory space (the customer's) and that it does not run as an administrator on the server.
- We will not allow the DLL to run as a SYSTEM process nor under any other user context other than the customer's.
- Development will register the DLL on a test server.
- Development will use the provided code to run a test against the methods in the DLL on the server for 72 hours.
- Once the above steps have been performed development will make the decision to allow or deny the registration of the DLL

Other Activities

Whether lawful or unlawful, Thobson reserves the right to determine what is harmful to its Customers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the Service or the Internet.

Please be aware Thobson reserves the right to cancel any account they find in violation of any of the above policies.

Complaints about violators of our Policy should be sent via e-mail complaints@thobson.com. Each complaint will be investigated and may result to immediate cancellation of Services without prior notice and without refund of Service fees paid.

Acceptable Use Policy (AUP), version 3 - June 17th 2005 AUP applies to all Thobson Technologies clients.