

PUBLICATION 1 SPECIFIC CONDITIONS FOR ORANGE HOSTING SERVICES

1.1 Definitions

All capitalized terms used but not defined in these Specific Conditions will have the meanings set out in the General Conditions or Operational Conditions, as applicable.

"Business Hours" means the normal Orange working hours applicable to the relevant Location.

"Component" means each component or series of components of a Solution, which will be installed or made available to Customer separately according to the installation schedule agreed to by the Parties in writing.

"Content" means hyperlinks, postings, data, or transmissions using the Hosting Service.

"CPE" means the equipment (including hardware, peripherals, and related software) supplied by Orange as part of the Hosting Services and managed by Orange for use with such Hosting Services at the Locations. CPE is never owned by Customer.

"Customer Area" means the area within the Location that is allocated to Customer for Customer's equipment.

"Customer Technology" means any software or hardware owned by Customer or its third party licensors and any other Customer proprietary technology provided by Customer or used in Customer's website, including the website design, content, software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects, and documentation in whatever format, know-how, trade secrets, and any related Intellectual Property Rights throughout the world, including derivatives, improvements, enhancements, or extensions thereof, conceived, reduced to practice, or developed by Customer or its third party contractors.

"Date of Acceptance" means the date on which Orange successfully completes its acceptance testing for a Component are successfully completed. If no Orange acceptance testing applies to a Component, then the Date of Acceptance will be the date on which Orange notifies Customer the Component is ready for use or the date when Customer confirms its acceptance of the Component, whichever occurs first.

"Final Acceptance" means, for each Solution, the Date of Acceptance of the last Component to be installed or made available to Customer.

"Location" or **"Site"** means the Orange hosting facility at which the Hosting Services are provided.

"Orange Technology" means any software or hardware owned by Orange or its third party licensors and any other Orange proprietary technology used in providing the Hosting Services, including software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, objects, and documentation in whatever format, network or solution designs, know-how, trade secrets, and any related Intellectual Property Rights throughout the world, including derivatives, improvements, enhancements, or extensions thereof, conceived, reduced to practice, or developed by Orange or its third party contractors.

"Representative" means an individual authorized by Customer to access the Customer Area.

"Rules and Regulations" means the general rules and regulations relating to Customer's use of the Hosting Services, as set forth in Exhibit A of these Specific Conditions.

"Solution" means the Hosting Services solution that Orange will provide to Customer under the Agreement pursuant to one or several Orders, as set out in the relevant Service Description.

"Target Date" means, for each Component, the expected date for delivery and acceptance of such Component, as specified in the relevant Order or in the installation schedule agreed to by the Parties in writing.

1.2 Provision of Hosting Services

1.2.1 **Scope of Orange Responsibility.** The provision of Hosting Services is dependent upon factors outside of Orange's control (e.g. the uncertain nature of the Internet as well as User' hardware and software, etc.). Unless otherwise agreed by the Parties in writing, Orange is not responsible for the Hosting Services beyond the elements under Orange's direct control. Orange does not guarantee the performance of any application or software, whether server or client. Orange cannot ensure uninterrupted service on any network or access element providing Internet connectivity, and therefore Orange is not responsible for any resulting downtime, unless otherwise agreed by the Parties in writing.

Depending on the type of Hosting Services selected by Customer, Orange will make its hardware, Software, and personnel reasonably available for the provision of the Hosting Services; however, Orange will not be liable for delays in the deliveries from the manufacturers of hardware or Software, or for the installation of circuits or the writing of new software.

Orange will take reasonable precautions to ensure the physical protection of the media on which the data and programs associated with the Hosting Services reside, which Customer has entrusted to Orange.

1.2.2 **Use of Information and Internet.** Orange will have no responsibility (a) for the operation or management of the Internet or any public network (e.g. Public WiFi), or (b) for the activities of Users or third parties connected to the Internet or any public network (e.g. Public WiFi). Customer is solely responsible for its Users use of the information supplied by Orange (including statistics, reports, logs, etc.) as well as the use of Customer's LAN by Customer's employees, Users, and third parties. Customer is responsible for any damage caused by the Users' use of the Internet or any public network (e.g. Public WiFi).

- 1.2.3 **Archiving.** Orange will archive logs generated by the Hosting Services for a period of one (1) month, unless Orange is required by applicable law to archive such logs for a longer period of time (in which case Orange will archive the logs for such additional time period and will charge the cost thereof to Customer).
- 1.2.4 **Changes to the Hosting Services.** If any change to the Hosting Services made by Orange requires modification or update of the Customer Technology, Orange will give Customer prior notice thereof to allow Customer to perform such modification or update at Customer's cost. Customer is responsible for Hosting Service malfunction or loss of quality if Customer fails to perform the requested modification or update.
- 1.2.5 **Acceptance.** Orange will use reasonable efforts to have each Date of Acceptance occur no later than the Target Date. Orange will notify Customer of the successful completion of Orange's acceptance tests ("**Service Commencement Notice**" or "**Ready for Service Notice**"). Customer will be deemed to have accepted each Component on the date on which Orange issues a Service Commencement Notice for such Component, unless Customer notifies Orange in writing of a material fault in the Component within 10 days of Customer's receipt of the Service Commencement Notice. In such event, the above process will be repeated.
- 1.3 Location Access and Security**
- 1.3.1 **Security Procedures.** Orange has established security procedures to monitor and control access to the Location. Representatives will have access to the Location and the Customer Area in accordance with Orange's security procedures, as set forth in the Rules and Regulations.
- 1.3.2 **Inspection.** Orange and its designees may inspect or observe at any time Customer's equipment tools, materials, or other items brought into the Location by a Representative. If any of Customer's property is in a security enclosure, then Customer will furnish Orange with the appropriate keys or information needed to enter the enclosure.
- 1.3.3 **Access and Work Performed by Customer at the Location.** Customer must schedule all non-emergency visits to a Location in advance by submitting to Orange a completed Access Request Form (which form will be provided upon Customer's request). For Locations where Customer did not purchase 24x7 support from Orange, access to such Locations outside of Business Hours will be subject to additional charges and a 3-hour minimum.
- 1.3.4 **Software Related Faults.** Where Orange provides diagnostics as part of the Hosting Services, Customer will provide operational or software assistance to Orange free of charge, including telephone support and escalation to the appropriate Customer representatives.
- 1.4 Intellectual Property**
- 1.4.1 **Ownership/License.** All title to, and ownership of, Orange Technology will remain the property of Orange, or its licensors. Orange, however, grants to Customer for the Service Term of the applicable Hosting Services, a non-exclusive, royalty-free and non-transferable license to use the Orange Technology for the sole purpose of, and to the extent necessary for, the use of the Hosting Services. Customer will ensure that Users will not directly or indirectly attempt or allow a third party to attempt to reverse engineer, de-compile, disassemble, or otherwise derive source code or other trade secrets included in the Orange Technology.
- 1.4.2 **Misuse**
- 1.4.2.1 In addition to the suspension and termination rights otherwise set forth in the Agreement (including a Service Description), Orange may suspend or terminate any or all Hosting Services immediately, without prior notice to Customer and without prejudice to other rights or remedy available to Orange, if: (a) Orange believes in good faith that a User, person or entity is using the Hosting Services in breach of the Policy, these Specific Conditions or the applicable Service Description; or (b) Customer fails to comply with Orange's recommendations for the Hosting Services.
- 1.4.2.2 Customer will indemnify and hold harmless Orange and its Affiliates against and from all Losses arising out of or relating to any and all claims by any person or entity relating to use of the Hosting Services or the Content, including use of the Hosting Services without consent of Customer or claims in relation to the Content, Personal Data (as defined in the Data Protection Clauses), the Customer Technology or viruses. Notwithstanding anything to the contrary otherwise contained in the Agreement, Clause 6.4 (Exclusion of Consequential and Indirect Damages) and Clause 6.3 (Limitations of Liability) of the General Conditions will not apply to this Clause 1.4.2.2.
- 1.5 Customer Obligations**
- 1.5.1 **Equipment Approval and Licenses.** Customer must maintain all licenses required by any local authorities to install, maintain, use, operate, monitor, repair, and replace the Customer's equipment that is installed at the Location for the Service Term of the Hosting Services. In addition to the suspension and termination rights otherwise set forth in the Agreement, Orange may suspend or terminate the Hosting Services immediately, without prior notice to Customer and without prejudice to other rights or remedy available to Orange, if Orange reasonably determines that the provision of the Hosting Services would be prohibited by the Orange local charter or if Customer has not obtained approval from the local authorities. Customer will defend, indemnify, and hold harmless Orange and its Affiliates from and against any and all Losses arising out of or related to Customer's obligations in this Clause 1.5.1. Notwithstanding anything to the contrary otherwise contained in the Agreement, Clause 6.4 (Exclusion of Consequential and Indirect Damages) and Clause 6.3 (Limitations of Liability) of the General Conditions will not apply to any claim arising out of or related to this Clause 1.5.1.
- 1.5.2 **Use of Customer Area, No Competitive Services.** Customer will not use the Customer Area for any purpose other than its receipt of Hosting Services. Customer will use its equipment and the Customer Area solely for the provision

of its services to its end-users and customers. Customer will not knowingly solicit Orange Hosting Services customers or sell services to Orange Hosting Services customers without Orange's prior written approval.

- 1.5.3 **Compliance with the Rules and Regulations.** Customer will comply at all times with the Rules and Regulations. If any change to the Rules and Regulations has a material adverse impact on Customer's use of the Hosting Services, Customer will provide written notice of such material adverse impact to Orange, and Orange will have 30 days from its receipt of Customer's notice to eliminate such impact. If at the end of such 30 day period, the material adverse impact is not eliminated, Customer may terminate the Hosting Services without liability of either Party (other than for Customer's obligation to pay for Charges incurred up to and including the date of termination) upon written notice to Orange.
- 1.5.4 **Interconnection.** Customer may interconnect its equipment with other pieces of equipment that Customer owns within the Customer Areas, but Customer will not interconnect its equipment with equipment belonging to others located within the Location or any other Orange facility without Orange's prior written consent, which Orange may withhold in its sole discretion.
- 1.5.5 **Damage Prevention.** Customer (including its Representatives) will not by any act or omission damage, suffer or permit any damage to (a) the Customer Area, the Location, or any other portion of the building or property in which the Location is located, or (b) the equipment of Orange or third parties. Customer and its Representatives will refrain from using any facilities, equipment, tools, materials, apparatus, or methods that in Orange's reasonable judgment might cause damage to the Location or the Customer Area, or otherwise damage or interfere with the equipment or operations of Orange or any third party. Orange reserves the right to take any reasonable action to prevent harm to the personnel or property of Orange or third parties.

1.6 Internet Access/Traffic

- 1.6.1 **IP Addresses - Orange Ownership.** The IP addresses Orange assigns to Customer will continue to be proprietary to Orange and will be used by Customer only in connection with the Hosting Services; Customer will not transfer such IP addresses to any other IP service provider. Customer will return the Orange-assigned IP addresses to Orange upon termination of the Hosting Services.
- 1.6.2 **Misuse.** Customer will return the Orange-assigned IP Addresses if, in Orange's sole determination, Customer has improperly used such addresses.
- 1.6.3 **Domain Name Registration.** Notwithstanding any assistance that Orange may provide to Customer as stated in the applicable Service Description, Orange will have no liability, regardless of the manner in which a claim is derived, in connection with the registration of domain names. Orange also will not be liable for the accuracy or the content of information supplied by Customer and used by Orange to obtain domain name registration. Customer agrees that any domain name registered or administered on its behalf will not violate the trademark or other Intellectual Property Rights of any third party and that Customer will comply with the rules and procedures of the applicable domain name registries, registrars, or other authorities. Customer expressly waives any Losses against Orange that may arise in connection with the registration or administration of domain names.

1.7 Pricing and Invoicing

- 1.7.1 Notwithstanding anything to the contrary otherwise contained in the Agreement (including an Order), if third party supplier costs to Orange for enabling the provision of the Hosting Services (including but not limited to energy costs) increase, then Orange may adjust the Charges for the Hosting Services accordingly, and Customer agrees to pay such adjusted Charges. Unless otherwise provided in the applicable Service Description, Orange will invoice Charges for each Component from the Date of Acceptance of such Component, except that the Solution Charges will commence from the date of delivery of the Solution to Customer.

1.8 Term and Termination

- 1.8.1 **Term.** Notwithstanding anything to the contrary otherwise contained in the Agreement (including an Order), each Order for a Hosting Service will have an Order Term of not less than 12-months and not more than 36 months.
- 1.8.2 **Termination**
- 1.8.2.1 **Cancellation of Orders.** Prior to the commencement of the Service Term, Customer may cancel an Order upon written notice to Orange and reimbursement of all amounts incurred by Orange in connection with the preparation of the Hosting Service or cancellation (including any amounts payable to any third-party suppliers for which Orange is liable).
- 1.8.2.2 **Termination of Orders and Termination Liability.** If Customer terminates an Order or Hosting Service for any reason during the applicable Service Term, then no less than 90 days prior to the date of termination ("**Minimum Notice Period**") Customer will submit to Orange a completed and accurate Orange disconnect form (or such other form mutually agreed upon by the Parties) to acknowledge and confirm that termination of the Hosting Service (unless Customer terminates pursuant to a remedy set forth in an SLA, then the period of prior notice will be as specified in the SLA). If Customer requests termination of the Order or Service earlier than the last day of the Minimum Notice Period, Orange may terminate the relevant Hosting Service on the Customer-requested date and invoice Customer for the remainder of the Minimum Notice Period.

Except as otherwise expressly provided in the General Conditions or in the Publication, if during the applicable Service Term (a) Customer terminates the Agreement other than pursuant to Clause 7.3.1 (Termination of Agreement) of the General Conditions or terminates an Order other than pursuant to Clause 7.3.2 (Termination of an Order) of the General Conditions, or (b) Orange terminates the Agreement pursuant to Clause 7.3.1 (Termination of

Agreement) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions or terminates an Order pursuant to Clause 7.3.2 (Termination of an Order) or Clause 7.3.3 (Termination for Non-Payment) of the General Conditions, then Customer will pay: (i) all accrued but unpaid charges incurred up to and including the date of termination, plus (ii) the following termination charges: (1) Customer will reimburse Orange for all third party charges that would have been applicable for the remaining unexpired portion of the Service Term as of the date of termination and any cancellation fees payable to third parties associated with the termination; (2) Customer will pay Orange \$1,500 for each Location with CPE and \$250 for each Location without CPE; (3) if Orange has provided CPE, Customer will pay Orange a lump sum amount equal to the undepreciated value of the CPE as of the date of termination, based on the original price paid by Orange for the CPE (as evidenced by a written certification from Orange upon Customer's request) plus 15% of such original price as a fee for administration and disconnection; and (4) Customer will reimburse Orange for any charges waived or credits provided by Orange during the Service Term (e.g. installation waiver credit) on a prorated basis.

The termination liability set forth in this Clause 1.8.2.2 is in addition to any other remedies available to Orange.

- 1.8.2.3 The Parties acknowledge and agree that, as of the Effective Date, the Parties cannot estimate with certainty the actual damages that Orange would suffer in the event of a cancellation or termination and that the cancellation and termination liability set forth in this Clause 1.8.2 (a) represents an attempt by the Parties to approximate Orange's anticipated probable and proportionate loss, and (b) is part of the consideration for this Agreement, is a material and inseparable pricing term for this Agreement, and is reasonable.

1.9 Migration

Upon Customer's request and subject to an additional charge, Orange may propose to Customer a website migration plan. Unless otherwise agreed to between Orange and Customer (and such agreement subject to this Clause 1.9), immediately upon expiration of the Service Term of any Hosting Services or part thereof, Customer will remove all of Customer's property from the Location and return to Orange any equipment belonging to Orange. At least 30 days prior to the expiration of the Service Term of the applicable Hosting Services, Customer will provide Orange with written notice if Customer requires additional time to remove its property from the Location. Upon receipt of Customer's written notice requesting additional time, Orange will provide Customer with an additional 90 days to remove Customer's property from the Location ("**Holdover Period**"). The monthly recurring charges for the Hosting Services will be increased by ten percent (10%) during a Holdover Period, and Customer will pay in full such increased monthly recurring charges for the duration of the Holdover Period, regardless of whether Customer uses the entire Holdover Period to remove its property. Failure by Customer to remove Customer's Equipment immediately upon expiration of the Service Term or Holdover Period will constitute abandonment of Customer's Equipment under the laws of the jurisdiction where the abandoned property is located and Orange will be entitled to pursue all available legal remedies, including, without limitation and at Customer's risk and expense: (a) immediately removing Customer's Equipment and storing it at Customer's expense at an on-site or off-site location; (b) shipping it to Customer; or (c) upon thirty (30) days' prior written notice to Customer, liquidating it, and retaining the proceeds.

1.10 Insurance

During the Service Term of the relevant Hosting Services, Customer will keep in full force and effect:

- (a) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage;
- (b) workers' compensation insurance equal to the amount required by applicable law; and
- (c) property insurance covering electronic computer equipment for the perils customarily insured, but in no event more restrictive than "all-risks' cover" property insurance, covering Customer's property in the amount of its full replacement cost at the time of the loss.

Customer will maintain and will ensure that its agents (including contractors and subcontractors) maintain the types and amounts of insurance listed above as well as other types of insurance required by applicable law and customary in Customer's and its agents' industries. Each insurance policy must contain a provision that the coverage provided will be primary and non-contributing with respect to any policies carried by Orange. Within 10 days of Orange's request, Customer will provide to Orange an industry-standard certificate of insurance or other documentation acceptable to Orange evidencing the foregoing insurance. All insurance policies (excluding workers' compensation) will name Orange and its Affiliates as additional insured parties with respect to the Hosting Services. All insurance required by this Clause 1.10 will be issued by financially secure insurance companies authorized to issue insurance in the jurisdiction where the Location is located.

1.11 No Estate or Property Interest

Customer agrees that it has been granted only a license to occupy designated portions of the Location and that it has no real property interests in the Customer Area or the Location. Customer hereby disclaims any possessory, leasehold, or other real property interest in the Customer Area, the Location, or any other portion of the building or facility in which the Location is located. Without limiting the foregoing, Customer has no rights under Orange's lease for the Location. Payments by Customer under the Agreement do not create or vest in Customer (or in any other entity or person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in the Location or any part thereof. The Parties agree that Customer's equipment located in the Customer Area, whether or not physically affixed to the Location, is not a fixture and will not be construed as such. Customer (or the lessor of the Customer equipment, if applicable) will report the Customer equipment as its personal property wherever required by applicable laws and will pay all taxes levied upon such Customer equipment.

1.12 Cross-References

The references to Clauses of the General Conditions set forth in these Specific Conditions are to Clauses in Orange's standard form Master Services Agreement. To the extent that any such cross-references in these Specific Conditions do not accurately refer to provisions that address the indicated subject matter in the Agreement, the cross-references herein will be deemed to instead refer to the most closely corresponding provision(s) in the Agreement.

EXHIBIT A RULES AND REGULATIONS**ExA.1 General Rules and Regulations**

- (1) All customers and their Representatives, employees, contractors, agents, and users of the Orange facilities are subject to these Rules and Regulations, in connection with their use of Orange Services.
- (2) Customer will give written notice to Orange of its Representatives, and of any changes to the Representatives from time to time. Orange will maintain a list of Representatives and will have the right to limit Customer's access to the Location solely to such Representatives. Subject to the terms of the Agreement and the Rules and Regulations, the Representatives will have access to the Customer Area at all times that access to the Location is available. While in the Location, each Representative will comply at all times with the terms and conditions of the Agreement, including the Rules and Regulations. Without limiting the foregoing, each Representative will comply with Orange's security and safety procedures, including sign-in, identification, and escort requirements in effect. Orange may refuse entry to, or require the immediate departure of, any individual who (i) is disorderly, (ii) has failed to comply with the Agreement, including the Rules and Regulations, or (iii) has failed to comply with any other Orange procedures and requirements after being notified of them.
- (3) All visits to a Location will be scheduled in advance by Customer using the Access Request Form, which will be provided by Orange upon Customer's request. Customer will identify the purpose of the visit, the requested date, access time, and duration of the visit, as well as the name(s) of all of its Representatives working at the Location and any other information requested on the Access Request Form. Customer will send the completed Access Request Form to the Location as directed by Orange (e.g. fax, email, etc.), and Orange will act upon all such request timely. Representatives may be accompanied by Orange personnel for the duration the visit to the Location. Access to a Location outside of Business Hours will be subject to additional charges and a 3-hour minimum.
- (4) Customer's Representatives may bring small tools and portable test equipment into the Location provided that they remove the same upon their departure from the Location. Customer will be solely responsible for the care and safeguarding of all such tools and equipment. Representatives may not bring any other equipment, material, or apparatus into the Location without Orange's prior written consent. In particular, and without limiting the foregoing, Representatives may not bring into the Location anything prohibited under these Rules and Regulations.
- (5) Orange must approve all equipment installation activities.
- (6) Representatives will not approach, handle, use, inspect, or examine in any way any equipment other than their own.
- (7) Customer's use of the Location and the building in which it is located will at all times comply with the rules and regulations of the owner of such building, a copy of which may be obtained from Orange.
- (8) Representatives will not disclose the identity of any Orange clients.
- (9) The Location will be kept neat and orderly at all times. Representatives will remove all trash and debris upon departure from the Location. Orange will have the right to remove and discard any trash and debris left in the Location in violation of the foregoing.
- (10) At the conclusion of work being done in the Location, Customer will ensure that all cables are routed and dressed neatly in cabinets and that all doors are closed and locked.
- (11) If the Location is not on the ground floor of the building, a freight elevator is available for large equipment delivery only with Orange's prior approval.
- (12) Dollies and carts may be used with Orange's prior approval.
- (13) Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.
- (14) Customer will not display any sign, advertisement, notice, or object in or on the exterior of the Location walls, doors, ceilings, or racks without Orange's prior approval.
- (15) Customer, including its Representatives and visitors, will not at any time bring into or keep on the Location any hazardous, inflammable, combustible, explosive or otherwise dangerous fluid, chemical or substance.
- (16) No acids, vapors or other materials will be discharged or permitted to be discharged into the waste lines, vents, or flues of the Location.
- (17) Customer will not bring, or make use of, any of the following into/on the Location: Food or drink, tobacco products, weapons, illegal drugs, alcohol or other intoxicants, electro-magnetic devices, radioactive materials, photographic or recording equipment of any kind (other than tape back-up equipment for use with the Customer equipment).
- (18) Orange may inspect all objects brought into or taken out of the Location and exclude from the Location all objects that violate these Rules and Regulations. Orange may require any person entering or leaving the Location with any package to document the contents of such package.
- (19) All connections to and from Customer's equipment must be clearly labelled. Customer may use Orange's labelling code or its own code. All Customer labelling codes must be provided to Orange for configuration control.

- (20) Orange will conduct routine, non-emergency scheduled maintenance of the Location and its Services periodically. Orange will notify Customer at least 5 days in advance of said maintenance. Customer will cooperate with Orange during the scheduled maintenance so that Orange minimizes any impact on Customer. Product specific SLAs addressing maintenance periods will govern over this general rule, to the extent they differ. Orange may require emergency maintenance windows on rare occasions and will provide as much notification thereof as practicable.

ExA.2 Access and Security

- (1) Only individuals specifically identified by Customer on the authorized personnel list maintained by Orange and the Access Request Form may enter the Location and the Customer Area.
- (2) Customer will notify Orange in writing of any change in Representatives.
- (3) Customer Representatives will stay in the Customer Area when in the Location.
- (4) All visitors are required to sign the access log upon entry and exit.
- (5) "Tailgating" (i.e. the act of following a badged individual into the Location without swiping the badge for access) is prohibited.
- (6) Customer will not access the building roof, electrical or communications closets, the Location ceiling or floor without Orange's prior consent.

ExA.3 Conduct Guidelines

- (1) Customer and its Representatives will not misuse or abuse any Orange property or equipment.
- (2) Customer and its Representatives will not harass any individual, including Orange personnel and representatives of other customers of Orange.
- (3) Customer and its Representatives will not engage in any activity or assist or permit any persons engaging in any activity, that is in violation of the law or aid in criminal activity while on Orange property or in connection with the Hosting Services. If Customer becomes aware of any such activities, Customer will use best efforts to stop such activities immediately, including terminating a User's access to Customer's online facilities.
- (4) Customer and its Representatives will not infringe or misappropriate the Intellectual Property Rights of others, including posting copyrighted materials without appropriate permission, using trademarks of others without appropriate permission or attribution, and posting or distributing trade secret information of others.
- (5) Customer and its Representatives will not violate the personal privacy rights of others, including collecting and distributing information about users without their permission unless otherwise permitted by applicable law.
- (6) Customer and its Representatives will not send, post, or host harassing, abusive, libelous, or obscene materials, or take any similar actions.
- (7) Customer and its Representatives will not intentionally omit, delete, forge, or misrepresent transmission information, including headers, return addressing information and IP addresses or take any other actions intended to cloak Customer's or its users' identity or contact information.
- (8) If Customer becomes aware of any such activities, Customer will use best efforts to stop such activities immediately, including terminating Customer's user's access to Customer's online facilities.

ExA.4 Modification of Rules and Regulations

- (1) Orange may change these Rules and Regulations at any time. Customer is responsible for reviewing these Rules and Regulations regularly. Continued use of the Hosing Services following any such changes will constitute the Customer's acceptance of those changes.
- (2) Orange may deny access to anyone not adhering to these Rules and Regulations.

END OF SPECIFIC CONDITIONS FOR ORANGE HOSTING SERVICES