

OMAN DATA PARK

CLOUD SOLUTIONS SERVICES AGREEMENT

TABLE OF CONTENTS

1	DEFINITIONS.....	3
2	SCOPE OF SERVICES	4
3	OBLIGATIONS OF THE CUSTOMER	5
4	PAYMENT TERMS.....	6
5	TERM & TERMINATION	7
6	NON DISCLOSURE.....	8
7	WARRANTY LIMITATIONS	9
8	AGREED SERVICE LEVELS	9
9	MISCELLANEOUS PROVISIONS	10

ANNEXURE 1: AGREED SERVICE LEVELS

ANNEXURE 2: ACCEPTABLE USE POLICY

THIS OMAN DATA PARK CLOUD SOLUTIONS SERVICES AGREEMENT (“**Agreement**”) contains the terms and conditions that govern your access to and use of the Service (as defined below) and is an agreement between Oman Data Park LLC, a limited liability company incorporated and existing under the laws of the Sultanate of Oman, having Commercial Registration No. 1130280 and its offices at KOM 4, 7th floor Zone 2, Knowledge Oasis Muscat, Sultanate of Oman (“**ODP**”, “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**Customer**” or “**you**”). This Agreement takes effect when you click an “**I Accept**” button or check box presented with these terms or, if earlier, when you use any of the Services (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Clause 1 for definitions of certain capitalized terms used in this Agreement.

1 DEFINITIONS

- 1.1 “**Agreement**” has the meaning given to it above.
- 1.2 “**Business Day**” is any day other than Friday, Saturday, or a public holiday on which commercial banks are generally open for business in Oman.
- 1.3 “**Content**” means information made available, displayed, transmitted or stored.
- 1.4 “**Customer**” has the meaning given to it above.
- 1.5 “**Emergency Maintenance**” means the repair or replacement by ODP of facility components or equipment requiring immediate attention because the functioning of a critical system is impaired or because health, safety or security of human life is endangered and Unavailability of services during such emergency maintenance shall be excluded from the downtime calculations.
- 1.6 “**Fault**” means a fault, failure or malfunction in the Operational Condition.
- 1.7 “**Hardware**” means server, switches and appliances deployed by ODP in providing the Services.
- 1.8 “**MRC**” has the meaning given to it in Clause 4.2 of this Agreement.
- 1.9 “**ODP**” has the meaning given to it above.
- 1.10 “**Operational Condition**” means that the Services, including all the Hardware and Software, is functioning properly in accordance with the specifications and parameters set forth in this Agreement.
- 1.11 “**Order**” has the meaning given to it in Clause 2.2 of this Agreement.
- 1.12 “**Schedules**” means the schedules attached hereto, containing the specific terms and conditions that apply to each Service element.

- 1.13 “**Scheduled Maintenance**” means a temporary interruption or outage in the availability of the Services for undertaking up gradation or maintenance or to prevent or remedy a defect which may affect Customer’s use or access to the Services or for any other mutually agreed upon reason or purpose. Unavailability of Services during Scheduled Maintenance will be excluded from the downtime calculations. Scheduled Maintenance will be normally be carried out between 24:00 hrs – 02:00 hrs Muscat, Oman time. ODP shall give Customer at least two (2) days’ notice of a Scheduled Maintenance.
- 1.14 “**Services**” means the services provided by us under this Agreement and “**Service**” shall be construed accordingly.
- 1.15 “**Service Outage**” means the failure of the Services in accordance with Customer’s configuration selection and the parameters defined in the respective Schedules, but shall not include service suspension (i) for reasons outside of ODP’s reasonable control or (ii) during times of Scheduled Maintenance. If a dispute arises about whether or not a Service Outage occurred, ODP shall make a determination in good faith based on its system logs, monitoring reports and configuration records.
- 1.16 “**Server**” means the Customer’s server in relation to the Services;
- 1.17 “**Services Charges**” has the meaning given to it in Clause 4.1.
- 1.18 “**Severity Level 1**” means the severity level of a Fault (System Unusable) which critically affects the use of the Services to the extent that the servers are inaccessible. Services shall be deemed to be unavailable if a Fault of Severity Level 1 is reported or identified, whichever is earlier.
- 1.19 “**Software**” means the software used by ODP for performing the Services and shall also include any updates, upgrades, bug-fixes or new versions of the Software delivered by ODP.
- 1.20 “**Users**” means the person(s) authorized by the Customer to use the Services.

2 SCOPE OF SERVICES

- 2.1 This Agreement sets out the terms and conditions and agreed Service levels in accordance with which ODP will deliver cloud solutions services, as listed in our online cloud service website hereto (“**Services**”), to the Customer and the Customer will receive the Services.
- 2.2 ODP will provide the Services pursuant to an online order, including any specifications thereto (“**Order**”), submitted by the Customer at the online portal (and accepted online by ODP, which shall be deemed to have been executed by the Parties.
- 2.3 In the event any terms set forth herein apply specifically to a Service not requested by the Customer, such terms(s) shall not apply to the Customer.

- 2.4 In addition to the terms set out in this Agreement, the provision of each Service shall be subject to the additional terms set out in the relevant Schedule relating to a particular service as indicated in the online service catalogue. The Schedules shall form an integral part of this Agreement.
- 2.5 Subject to the Customer paying the fees and charges for the Services, ODP shall grant a non-exclusive, non-transferrable sub-license to the Customer to allow it and the Users to use the Software for the duration of this Agreement in accordance with the terms and conditions of this Agreement. The Customer shall, at its sole expense, provide Users with client workstations and make the Software available for use by the Users.

3 OBLIGATIONS OF THE CUSTOMER

- 3.1 Customer's Undertakings: The Customer represents warrants and agrees that it will not use, nor authorize, assist or permit any User or third party to use, the Service:
- (i) in violation of any applicable laws or any policies and instructions communicated by ODP to the Customer;
 - (ii) for any unlawful, fraudulent or immoral purpose, including, without limitation, the transmission of any Content in violation of applicable laws; or
 - (iii) to tamper with, alter or change the Services or ODP's facilities, or otherwise abuse the Service in any manner that interferes with ODP's facilities or the use of Services by any other person.
- 3.2 Rights to Suspend: If ODP reasonably believes that there is, or is likely to be, a breach of any of the Customer's obligations hereunder, ODP may, in its sole discretion, immediately restrict or suspend all or a portion of the Services or prevent the display or transmission of the Content, without any liability to ODP, and then notify the Customer of such action and the reason for it. ODP will attempt to provide such notification to the Customer prior to taking such action if, in ODP's judgment, it can do so without interfering with its ability to prevent the breach from occurring or continuing.
- 3.3 Safety and Security: The Customer undertakes and agrees as follows:
- (a) The Customer shall be completely and fully responsible for the following matters:
 - (i) business applications, systems, development API's, SDKs and UAT Setup;
 - (ii) all backup systems, tape backup, restoration, safety from fire and theft loss;
 - (iii) data security, confidentiality and integrity;
 - (iv) security patching of the servers and applications; and
 - (v) application level security.

- (b) Except with respect to issues concerning the physical security of ODPs data center facilities, the security of the Server and all Services shall solely be the Customer's responsibility. It is the sole responsibility of the Customer to maintain and update security software on the Server. Under no circumstance will ODP be held liable for security or data breaches and damage caused by the Customer's failure to maintain or update the security software or to maintain adequate security protocols in the administration of the Server or damage caused by any other means;
- (c) The Customer agrees that if the security of the Server has been compromised in any way, the Customer will notify ODP immediately in writing. The Customer shall be held fully responsible for any misuse or compromise of the Server. The Customer agrees that if any security violations are believed to have occurred in association with the Server, ODP has the right to suspend access to the Server pending an investigation and resolution. The Customer also agrees that ODP has the right to cooperate in any government or legal investigation regarding any aspect of its Services, including any servers or services used by Customer. Any use of ODP's system to engage in software piracy or other violations of law will result in service suspension and be immediately reported to the appropriate authorities; and
- (d) Access to the Server and services is limited to the Customer and its authorized agents. ODP has limited access to the contents of Customer's services. ODP reserves the right to require, at its discretion, software upgrades for the purposes of maintaining the overall security and stability of the environment.

3.4 Acceptable User Policy: The Customer hereby undertakes, agrees and confirms that it shall comply with ODP "Acceptable Use Policy" set out in Annex 2.

4 PAYMENT TERMS

- 4.1 The Customer shall pay the service charges and fees as per the terms and prices displayed in the Order and confirmed through ODP's emailed invoice to the Customer ("**Services Charges**"). Billing for the Services shall commence from the date of notice of service commencement.
- 4.2 The Customer shall pay the one-time charges (wherever applicable) and recurring charges as set out in the portal in advance through online payment. ODP shall bill the Customer monthly in advance for monthly recurring charges ("**MRC**").
- 4.3 The Customer shall ensure that the account provided by the Customer for payment has sufficient credit so as to cover any variable charges in an elastic plan. Customer might need to pay additional charges based on the consumption (bandwidths or any other additional resource consumption)
- 4.4 Any additional usage by the Customer shall be billed immediately or monthly in arrears on the basis of the Customer's subscription plan.

- 4.5 Payment for invoices shall be due from the date of receipt of online invoice by the Customer. Hence, the Customer shall make payment against the invoices immediately from the date of receipt of the emailed invoice, failing which, shall result in insufficient funds at the month beginning leading to cancellation of the Services by ODP.
- 4.6 All amounts payable by the Customer in terms hereof shall be made without any deduction, set-off or counter claim and free and clear of any deduction or other charges of whatever nature imposed by any taxing or government authority.
- 4.7 The Services Charges shall be exclusive of all taxes, duties, levies, imposts, fees or other charges whatsoever, all of which shall be paid by the Customer.
- 4.8 In the event that the Services Charges remains unpaid 30 days after becoming due, ODP will issue a notice and the payments due shall be payable with 12% interest per annum, for any delay beyond the due date for payments. In case the payment and the interest due are unpaid on the expiry of 10 days after the said notice, ODP shall either have the right to suspend or discontinue the Services as stated hereinabove.

5 TERM & TERMINATION

- 5.1 The term of this Agreement shall commence on the Effective Date and shall renew automatically for successive periods unless:
- (i) either party terminates immediately, in the case where the Customer subscribes to the Services for a period of one month or less; or
 - (ii) either party gives the other written notice of intent to terminate and not to renew the Agreement at least thirty (30) days prior to the end of the initial term or any renewal term, in the case where the Customer subscribe to the services for a period of more than one month.
 - (iii) Terminated in accordance with the terms of this Agreement.
- 5.2 ODP may terminate this Agreement with immediate effect if the Customer is in breach of any of its obligations under this Agreement.
- 5.3 Upon termination of this Agreement, the Customer shall relinquish use of the Internet protocol addresses or address blocks and other data/information/material assigned to it by ODP in connection with the Services.

5.4 Termination Transition Assistance: Upon any notice of termination of this Agreement, to the extent technically feasible, ODP shall assist the Customer in the migration of the data of Customers that are located on ODP's servers/storage, in a comma separated values file or other format reasonably requested by Customer. If termination of this Agreement is due to ODP's breach, ODP shall migrate the Customer's data to a setup as reasonably requested by Customer, at no cost to Customer. However, ODP shall be under no obligation to provide any transition assistance to the Customer where this Agreement is terminated on account of a breach or violation of this Agreement by the Customer.

6 NON DISCLOSURE

6.1 Confidentiality: "Confidential Information" shall mean and encompass information, know-how and data, of a technical, commercial, financial or any other nature, disclosed to either Party by or on behalf of the other Party prior to or during the term of this Agreement.

- (i) It shall cover all messages, documents and files or other communication in writing and marked "confidential" by the disclosing Party; (or)
- (ii) Drawings, models, prototypes, photographs, software programs or in any machine readable form, which information is stated by the disclosing Party to be confidential; (or)
- (iii) orally, and identified in writing as confidential to the disclosing Party within 15 (fifteen) days from disclosure;

6.2 Each Party agrees to:

- (i) preserve and protect the confidentiality of the other Party's Confidential Information; and
- (ii) refrain from using the other party's Confidential Information except as contemplated herein.

6.3 Notwithstanding the foregoing, either Party may disclose Confidential Information which is:

- (i) already publicly known;
- (ii) independently developed by the receiving party without reference to the Confidential Information of the disclosing party;
- (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or required to be disclosed by law or court order; or
- (iv) in connection with use of any logos for marketing purposes and business representation by either party.

- 6.4 Neither Party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other Party; provided, however, that either Party may disclose the existence of this Agreement to any third party and either Party may disclose the terms of this Agreement:
- (i) to legal counsel of the Parties;
 - (ii) in confidence, to accountants, banks, and financing sources and their advisors solely for the purposes of a party's securing financing;
 - (iii) in connection with the enforcement of this Agreement or rights under this Agreement; or
 - (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction.
- 6.5 In the event that one of the Parties, or anyone to whom Confidential Information is disclosed pursuant to this agreement becomes legally compelled to disclose any of the confidential Information, such party (the "Compelled Party") shall provide the other Party with prompt notice so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Clause. In the event that such protective order or other remedy is not obtained or in the event that the other Party waives compliance with the provisions of this Clause, the compelled Party will furnish only that portion of the Confidential Information which the Compelled Party is legally required to disclose and will seek to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

7 WARRANTY LIMITATIONS

- 7.1 Disclaimer of Actions Caused by and/or Under the Control of Third Parties: Except for warranties and representations made herein, ODP makes no representations and disclaims all warranties and liability regarding the data, products, or services of any third party, including the providers of electrical or telecommunications products or services. The Customer acknowledges that an interruption in the Services due to circumstances beyond the control of ODP, such as a failure of telecommunications systems, shall not be considered a Service Outage for purposes of any warranty provided in this Agreement.
- 7.2 Sole Remedies to Service Outage: The sole remedy in the event of interruption of Services due to outages, or other breach of warranty shall be the outage credit provided in this Agreement. ODP disclaims any and all other liabilities or remedies for such outages, interruptions, or breach of warranty. The Customer acknowledges and agrees that the liability of ODP arising from any such outage, interruption, or breach of warranty shall be expressly limited as set forth in this Agreement.

8 AGREED SERVICE LEVELS

8.1 For the purpose of uniformity, the Service availability for each Service will be calculated in accordance with the agreed Service levels set out in Annex 1 of this Agreement.

9 MISCELLANEOUS PROVISIONS

9.1 NOTICES

- (i) To You: We may provide any notice to you under this Agreement by: (i) posting a notice on the ODP website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- (ii) To Us. To give us notice under this Agreement, you must contact ODP as follows: (i) by personal delivery or courier or registered mail to Oman Data Park LLC, KOM 4, 7th floor Zone 2, Knowledge Oasis Muscat, Sultanate of Oman. Notices provided by personal delivery will be effective immediately. Notices provided by courier will be effective 10 business days after they are sent. Notices provided registered or certified mail will also be effective 10 business days after they are sent.

9.2 GOVERNING LAW

This Agreement and the obligations of the Parties shall be interpreted, construed and enforced in accordance with the laws of Oman.

9.3 WAIVER

No express or implied consent to or waiver of any breach or default by either Party hereto in the performance by the other Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of the same or any other obligations of such Party under this Agreement. Failure on the part of either Party to complain of any act or failure to act or to declare the other Party as defaulting, irrespective of how long such failure continues, shall not constitute a waiver against such failing Party of the rights of the other party under this Agreement.

9.4 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other person or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law.

9.5 ENTIRE AGREEMENT AND AMENDMENT

This Agreement (together with its annexes, schedules and attachments) constitutes the entire agreement of the Parties with respect to the subject matter hereof. We may modify this Agreement (including any Policies) at any time by posting a revised version on the ODP website or by otherwise notifying you in accordance with Clause 9.1. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the ODP website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

9.6 TERMINOLOGY

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles, sections, clauses and paragraphs in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

9.7 COUNTERPARTS

This Agreement can be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

9.8 ASSIGNMENT

This Agreement cannot be assigned by either Party hereto without the express written consent of the other Party.

9.9 LEGAL FEES

In any legal action brought in connection with this Agreement for the operations of the Customer, the prevailing party shall be entitled to recover its legal fees from the non-prevailing parties.

9.10 FORCE MAJEURE

If the performance of any obligation of either Party (except for the payment obligations of the Customer under this Agreement) is prevented or restricted or interfered with by reason of fire, explosion, strike, labor dispute, casualty, riots, sabotage, accident, lack or failure of transportation facilities, flood, war, civil commotion, terror attack, lightning, acts of God, or any other cause similar to those above enumerated, beyond the reasonable control of the Party, the Party so affected shall, upon the giving of prompt notice to the other Parties, be excused from performance hereunder to the extent and for the duration of such prevention, restriction or interference.

9.11 INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

9.12 ARBITRATION

Any dispute and/or difference that may arise between the Parties hereto in regard to this Agreement and/or the arrangement there under, the carrying out of its terms and conditions and/or the interpretation thereof in any way whatsoever shall be referred to the conciliation of any authorized representative of the Parties and a solution shall be sought within 15 days of such referral. In the event of any resolution not being found despite conciliatory efforts, the dispute and/or difference shall be referred to a sole Arbitrator to be mutually appointed by the Parties. In the event of differences on appointment of a sole arbitrator, the Parties agree to appoint three arbitrators, one to be appointed by Customer and another to be appointed by ODP. The two arbitrators shall appoint the third arbitrator who shall act as the governing arbitrator. The Arbitration proceedings shall be governed by the provisions of the Oman Arbitration Law (Royal Decree No. 47/07, as amended). The language of arbitration shall be English and the place of arbitration shall be Muscat.

ANNEX 1

Agreed Service Levels

1. Service Availability

The Service availability for each Service will be calculated as under. The availability assurance for each component is covered in respective Schedule(s).

Service will be considered unavailable if the Fault reported to the ODP's support center by the Customer or identified by ODP itself is of Severity Level 1. ODP will calculate, on a monthly basis, the time of Service Outage experienced by each Service component. A month shall be deemed to begin at 12:00 AM Greenwich Mean Time (GMT) on the first day of a calendar month and end 12:00 GMT on the first day of the next calendar month ("Month"). At the end of a Month, ODP shall calculate the total amount of time the Service was unavailable. The availability of each Service, over the period of a calendar month shall be calculated as follows:

$$\text{Availability} = (T-D) / T * 100 [\%]$$

"T" in minutes Total number of minutes for a specific period of time within service's operating hours

"D" in minutes Number of minutes that a system and application outage occurs and that impacts the SLA Targets

Service Availability	
ODP Cloud Platform	99.5%

Acknowledgement and Response time	
Fault Notification window	24 hours a day, 7 days per week
Response time Window	8:30 AM to 5:30 PM Muscat local time
Technical Response Target	6 Business hours

Maintenance Notification	
Planned Maintenance Target Notification	2 Business Days
Emergency Maintenance Target Notification	1 Business Day
Unplanned Fault Notification	2 hours

ODP Support Contact Information	
24x7 Support Line	Toll Free: 800 77767 or + 968 2417 1111
Email	support@omandatapark.com

2. **Exclusions:**

Customer will not be entitled to receive any credits pursuant to the Delivery Guarantee or Service availability assurance, for administrative setup delays or Service Outage experienced, which are associated with (in whole or in part):

- (i) Interruption due to Emergency Maintenance and Scheduled Maintenance, alteration, or implementation;
- (ii) Negligence or other conduct of Customer or its agent/client including a failure or malfunction resulting from applications;
- (iii) A shut down due to circumstances reasonably believed by ODP to be a significant threat to the normal operation of the Services, the ODP facility, or access to or integrity of Customer IT infrastructure or its data (e.g., hacker or virus attack);
- (iv) Failure or malfunction of any equipment or services not provided by ODP;
- (v) Failure of Customer to purchase minimum redundant systems necessary to support this warranty;

- (vi) Failure of access to Customer's network and the Internet, unless such failure is caused solely by ODP1;
- (vii) Any act or omission of Customer or any of its agents, contractors or vendors, including without limitation, custom scripting or coding (for example, CGI, Perl, HTML, ASP) or Customer's failure to follow agreed-upon procedures or to provide the requisite hardware or software in respect of the Services;
- (viii) force majeure events including without limitation, outages on the Internet;
- (ix) DNS issues beyond the reasonable direct control of ODP; or
- (x) The agreed Service levels do not apply in the event of disconnection and subsequent reconnection of the services due to non-payment of any charges payable to ODP;
- (xi) Any unavailability or other degradation of the Service which is associated with or caused by Scheduled Maintenance events on the ODP facilities (which are not otherwise due to the fault or negligence of ODP);
- (xii) Circumstances beyond ODP's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the agreed service levels;
- (xiii) Failure of access circuits to the ODP Network, unless such failure is caused solely by ODP;
- (xiv) Scheduled maintenance and emergency maintenance and upgrades;
- (xv) DNS issues outside the direct control of ODP;
- (xvi) Issues with FTP, POP, IMAP, or SMTP customer access;
- (xvii) False agree service level breaches reported as a result of outages or errors of any ODP measurement system; Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Ruby, PHP, Python etc), any negligence, willful misconduct, or use of the Services in breach of ODP's Terms and Conditions and Acceptable Use Policy;
- (xviii) E-mail or webmail delivery and transmission;
- (xix) DNS (Domain Name Server) Propagation;or
- (xx) Outages elsewhere on the Internet that hinder access to Customer's account.

ANNEX 2

Acceptable Use Policy

General

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

- 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 ODP 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 ODP network or website, or ODP's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Bulk Email

You may not use ODP's Mail Service to send bulk mail. Please see the applicable Product Terms and Conditions for those services. You may use your dedicated hosted system to send bulk mail, subject to the restrictions in this Acceptable Use Policy.

Mail Requirements

You must comply with the provisions of the US CAN-SPAM Act of 2003 in addition to any laws and regulations applicable to bulk or commercial email in Oman. In addition, your bulk and commercial email must meet the following requirements:

- Your intended recipients have given their consent to receive email from you via some affirmative means, such as an opt-in procedure;
- 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 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 ODP 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 ODP service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you.

ODP may test and otherwise monitor your compliance with its requirements. ODP may block the transmission of email that violates these provisions. ODP may, at its discretion, require certain customers to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer can demonstrate that all of the requirements stated above will be met.

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 an ODP

system or network, or to breach ODP's security or authentication measures, whether by passive or intrusive techniques, without ODP'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 ODP services.

Offensive Content

You may not publish, transmit or store on or via ODP's network and equipment any content or links to any content that ODP 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 ODP or is otherwise malicious, fraudulent, or may result in retaliation against ODP by offended viewers or recipients, or is intended to harass or threaten.
- Violates the Omani Cyber Crime Law (Royal Decree No. 12/2011, as amended) & Oman Electronic Transactions Law (Royal Decree No. 69/2008, as amended) or any other applicable laws in the Sultanate of Oman.

Content "published or transmitted" via ODP'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 ODP services to stream live sex acts of any kind, even if the content would otherwise comply with this policy. ODP may prohibit you from streaming other live events where there is a special risk, in ODP's reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use ODP'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 ODP's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Shared Systems

You may not use any shared system provided by ODP 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 ODP 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 customers' 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 customers' 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 ODP network.
- You may only use IP addresses assigned to you by ODP in connection with your ODP services.
- You agree that if the ODP IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this policy, and ODP 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 must comply with all applicable laws.
- This acceptable use policy may change at any time without any prior notice.