Specific Terms and Conditions for Root Servers of the ISPpro Internet KG

The following Specific Terms and Conditions are just a translation. Only the german terms and conditions are legally binding.

Permitted Services and Contents

THE PROVIDER permits all legal services and contents used on root servers except if these services and contents will affect the availability and the stability of the server network and other server.

Terms of Service for dedicated root servers

§ 1 Subject of Treaty

1.1 This specific "BGB root server" regulate the technical and financial terms of server leasing. The special BGB root server complement the general Terms and Conditions of THE PROVIDER. In case of a contradiction between the BGB root server and the general Terms and Conditions, the general Terms and Conditions will be effective.

1.2 THE PROVIDER provides an only for THE CUSTOMER reserved server THE PROVIDER is obliged to provide the server with a basic configuration and enable the connection of the server on the Internet.

1.3 THE PROVIDER is not required to backup the contents of memory to perform the customer server and to administer (eg setting up email addresses, mailboxes or other services). The client manages the server in ownership and will therefore get a root access to the server with administrative rights.

§ 2 Support, Service und Softwareupdates

2.1 If a CUSTOMER needs technical support because of a bad performance by THE PROVIDER – THE PROVIDER will not charge an extra fee. Otherwise THE CUSTOMER is obliged to pay for every extra support service (such as "Hands-On") based on the respective extra price list.

2.2 THE CUSTOMER is obliged to keep himself informed about the availability of updates and new software versions for the operating system and programs installed on their server and to use

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them at his own costs and risks.

§ 3 Prices, fees, late payment

3.1 THE CUSTOMER pays all ongoing fees and setup fees for the server in advance according to the agreed settlement period. Despite the use of the server and its Internet connection fees for the entire billing period from the date of the reservation of the hardware has to be paid. A re-payment of fees as for early termination, suspension or deactivation of network separation from others in the "BGB root servers" mentioned reasons, incorrect bank wire transfers or long lead times will not occur.

3.2 If THE CUSTOMER is in arrears with payments and pays no outstanding balance within 10 days of billing, the server will be disconnected from the network without prior notice and only after receipt of payment re-connected to the network. If the server is disconnected from the network due to non-payment of bills, it can be re-assigned by THE PROVIDER. A claim for damages due to loss of data does not exist.

3.3 In a reversal of a direct debit on the basis of a legitimate account, the server is disconnected from the network without notice. Only after receipt of the invoice amount and the balance of the resulting chargeback fees, the server is reconnected to the network.

§ 4 Network and System Security

4.1 The provision, operation and storage of illicit and illegal content (that means pirated software, mp3 files, etc.) is prohibited. If THE PROVIDER determine the operation of such content on the server, the server is disconnected immediately without notice from the rest of the server network. Legal content (that means MP3 files with no rights of third parties or with the permission of their respective owners, pending, streaming servers, etc.) are permitted. Furthermore, the sending of illegal spam or mass mailings is prohibited. The operation of an open mail relays on, for example, have spam mails is prohibited and shall entitle THE PROVIDER to immediately disconnect the server from the network.

4.2 For security issues on servers or server network, THE PROVIDER can temporarily block ports and network segments of individual servers or network segments and the smooth continued operation of the network. This applies in particular times of attacks on the network server or single server (eg, DOS attacks, worms and Trojans).

4.3 THE CUSTOMER is obliged to notify the operation of IRC, gate, proxy or other similar

services to THE PROVIDER. THE CUSTOMER must allow the provoder to set up the sever in a specific network segment and to handle the data traffic from and to this server separately. If THE PROVIDER notices the service in a not designated network segment, the server will be disconnected from the network without any notice. In this case THE CUSTOMER must remove the service from the server or move the server in the designated network segment.

4.4 If a server threatens the security, integrity and availability of networks, subnets, components, servers, software or data, or there are concrete indications of THE PROVIDER, THE PROVIDER can block the server regardless of whether THE CUSTOMER is responsible for this or not. THE CUSTOMER will be informed in the event of a lockout by THE PROVIDER. In case of intentional acts by THE CUSTOMER, THE PROVIDER may terminate the contract without any notice. In this case compensation claims from THE CUSTOMER become not effective.

Date, 2018-01-23

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