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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

AUG 5 - 1999

COUNTY OF COOK
AND STATE OF ILLINOIS

INTERNET [ISP] ACCESS SERVICES
ALL COLLEGES & DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that in Board Report #21080 dated 2-4-1999, the Board authorized the extension of NetIllinois Internet Services (ISP) through June 30, 1999 to provide Internet access services for the District because of the inability of GTE Internetworking to provide services in connection with its original ISP agreement which had been approved in Board Report #20275 dated 11-6-1997; and

that staff has received and reviewed a service proposal from VERIO [formerly NetIllinois] to provide upgraded Internet services for the District during FY2000 as CCC's primary ISP provider at a total cost of \$66,399.00, which includes a one-time equipment and installation charge of \$6,999.00 and recurring monthly charges of \$4,950.00 for upgraded burstable 6MB service and maintenance; and that a secondary ISP will also be recommended to the Board at a future date as a backup to VERIO, while GTE is gradually phased out; and

that this purchase is exempt from competitive bidding requirements.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the issuance of a purchase order in the total amount of \$66,399.00 to VERIO, 1315 Euclid Avenue, Cleveland, Ohio, for equipment, installation and monthly Internet access charges for FY2000.

FINANCIAL

\$66,399.00 -- Educational Fund

Respectfully submitted:

Wayne D. Watson
Chancellor

August 5, 1999

VERIO

Service Agreement

formerly NetIllinois, CICNet, IAG and QualNet

For: City Colleges of Chicago

226 West Jackson

Chicago, IL 60606

Attn: Mike Krysa

Phone: (773)774-4566

July 15, 1999

Corporate Office
1315 Euclid Avenue, 2nd Floor
Cleveland, OH 44115-2107
Brady Brosnahan
Direct: (440)856-7011
Toll Free: 800-466-0088
Fax: (216)623-3566
Email: bradyb@verio.net

6MB Burstable 9MB DS-3 Internet Access

Verio One Time Charges

Description	Promo Price
Port Activation Fee	\$ 2,000.00
Disconnect Charges of current T-1	waived
WatchGuard Firebox II	\$ 4,999.00
Includes: WatchGuard LiveSecurity Broadcast Service WatchGuard Policy Manager Software WatchGuard Security Suite	
Total One-Time Charge (Equipment and Installation Only)	\$ 6,999.00

Verio Monthly Charges

6MB Burstable 9MB DS-3 Internet Access	\$ 4,950.00
Includes: Router and DNS Maintenance	
Total Monthly Recurring	\$ 4,950.00

Terms of Sale

Verio's access portion of this proposal is 12 months. Service Activation requires First Total Monthly Recurring charges, Equipment purchases and Total Installation Charges. This Service Agreement, appendices and exhibits, will constitute the service order. Customer has read and understands the Agreement Terms and agrees to be bound by those conditions. Acceptance of this Agreement is contingent upon acceptance by a representative of the Company duly authorized to execute this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

**Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois**

Signed by: James A. Ryan
Title: CHAIRMAN OF THE BOARD
Date: AUG 5 - 1999

APPROVED AS TO LEGAL FORM

Raspicio F. Vazquez
GENERAL COUNSEL

Z. H.

Patricia A. Buck
ASSISTANT BOARD SECRETARY

SERVICE AGREEMENT

TERMS AND CONDITIONS

SERVICES

This Service Agreement ("Agreement") applies to the purchase of all services (collectively, the "Services") ordered by YOU on the Order Form. Verio reserves the right to amend its Service offerings and add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing or future customers.

BILLING AND PAYMENT

YOU shall pay the fees and other charges for each Service as provided in the Order Form. VERIO reserves the right to change rates by notifying YOU sixty (60) days in advance of the effective date of the change; provided that VERIO shall not change any rates during the term of any Term Commitment. Service charges shall be invoiced in accordance with the terms and conditions set forth both herein and in the Service Order Form. All payments shall be made in U.S. currency. YOU will pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due ("Due Date"). Accounts unpaid thirty (30) days after the Due Date may have service suspended or terminated. Such suspension or termination shall not relieve YOU of YOUR obligation to pay the monthly fee due. YOU agree to pay VERIO its reasonable expenses, including attorney's fees and collection agency fees, incurred in enforcing its rights under this Agreement. ~~YOU shall pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services and the sale of hardware, software or equipment to YOU, except that taxes based on VERIO's net income shall be the responsibility of VERIO.~~

TERM

This Agreement shall be for the term specified by YOU on the Order Form. ~~This Agreement will be automatically renewed at the end of the initial term for the same term specified by YOU on the Order Form unless YOU provide sixty (60) days written notice to VERIO of termination of this Agreement.~~

ACCEPTABLE USES

YOU shall at all times adhere to the VERIO Acceptable Use Policy located at <http://www.verio.com/policies/aup.shtml>, as amended from time to time by VERIO effective upon posting of the revised policy at the URL. Notwithstanding anything to the contrary contained herein, VERIO may immediately take corrective action, including disconnection or discontinuance of any and all Services, or terminate this Agreement in the event of notice of possible violation by YOU of the VERIO Acceptable Use Policy. In the event VERIO takes corrective action due to a violation of the VERIO Acceptable Use Policy, VERIO shall not refund to YOU any fees paid in advance of such corrective action.

CANCELLATION POLICY

In the event of early cancellation of this Agreement by YOU prior to the end of the term specified in the Order Form, VERIO shall not refund to YOU any fees paid in advance of such cancellation and YOU will be required to pay any applicable cancellation fee specified in the Order Form. For security, all cancellation requests must be signed by the primary contact person on the account who must provide the last four digits of the credit card on file with VERIO. Any cancellation request shall be effective upon receipt, unless another date is specified in such cancellation request. Any cancellation by Verio or YOU shall not relieve YOU of any obligations to pay fees accrued prior to such cancellation.

EQUIPMENT

VERIO is acting only as a reseller of any hardware, software and equipment, collectively the Equipment ("Equipment") offered under this Agreement that was manufactured by a third party. VERIO shall not be responsible for any changes in Services(s) that cause Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Equipment either sold or provided by VERIO to YOU or purchased directly by YOU used in connection with the Service(s) will not be deemed a breach of VERIO's obligations under this Agreement. Any rights or remedies YOU may have regarding the performance or compliance of Equipment are limited to those rights extended to YOU by the manufacturer of such Equipment. YOU are entitled to use any Equipment supplied by VERIO only in connection with your permitted use of the Services. YOU shall use YOUR best efforts to protect and keep confidential all intellectual property provided by VERIO to YOU through any Equipment and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services. YOU shall not resell, transfer, export or re-export any Equipment, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

In the event that VERIO provides Equipment to YOU free of charge, upon the termination of this Agreement for any reason, YOU, at YOUR election, may:

- Purchase the Equipment at the rate of 75% of its original retail value; or
- Return, at YOUR costs, the Equipment to VERIO in the same condition as furnished to YOU, excepting normal wear and tear.

If YOU do not purchase or return the Equipment within ten (10) business days of the termination of the Agreement, VERIO will invoice YOU for the Equipment at the rate of 75% of its original retail value.

IP ADDRESS OWNERSHIP

VERIO shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by VERIO and VERIO reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

CACHING

YOU expressly (i) grant to VERIO a license to cache the entirety of YOUR Web Site, including content supplied by third parties, hosted by VERIO under this Agreement and (ii) agree that such caching is not an infringement of any of YOUR intellectual property rights or any third party's intellectual property rights.

CPU USAGE

YOU agree that YOU shall not use excessive amounts of CPU processing on any of VERIO's servers. Any violation of this policy may result in corrective action by VERIO, in its sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement. In the event that VERIO elects to take any corrective action, YOU shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

BANDWIDTH USAGE

YOU agree that bandwidth usage shall not exceed the number of megabytes per month for the Services ordered by YOU on the Order Form. This usage shall be monitored and measured by VERIO. Any bandwidth usage in excess of the agreed upon number of megabytes per month may result in corrective action by VERIO, in its sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement. In the event that VERIO elects to take any corrective action, YOU shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

DOMAIN NAME REGISTRATION

YOU shall be responsible for all costs and fees associated with the registration of YOUR domain name including, but not limited to, all costs and fees for moving such domain name. Under no circumstances shall VERIO be responsible for this cost. VERIO makes no representations concerning and does not guarantee that YOUR domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. YOU agree to be bound by the terms of InterNIC's current domain name policy which is available at: <http://www.networksolutions.com/legal/agreement.html> for .com, .net or .org domains and/or the policies of the national DNS registration authorities for the countries of Cocos Islands (.CC) and Tonga (.TO) for such domains. Additional information about .CC and .TO domains may be found at <http://www.nic.cc/policies.html> and <http://www.tonic.to/faq.htm>. The inability to use a domain name shall not entitle YOU to a refund by VERIO of any fees paid with respect to the registration of such unusable domain name.

E-COMMERCE

YOU will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on YOUR products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to YOUR products, (b) ensuring that the content and materials appearing within the store or related to YOUR products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to YOUR products are not libelous or otherwise illegal. YOU will be solely responsible for the final calculation and application of shipping and sales tax. YOU will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising therefrom.

YOU are also responsible for the security of any customer credit card numbers and related customer information YOU may access as a result of conducting electronic commerce transactions through the Software. YOU will keep all such information confidential and will use the same degree of care and security as YOU use with YOUR confidential information.

MANAGED SECURITY SERVICE

YOU acknowledge that Managed Security Service is an important component of a comprehensive security system, but does not guarantee network security or prevent security incidents. Managed Security Service is intended for use in conjunction with a single Internet connection to YOUR network. YOU acknowledge that maintaining multiple Internet connections, unless protected by an Internet security firewall product or service, significantly decreases the overall level of network security. YOU acknowledge that Managed Security Service is a perimeter device and is not designed to provide any internal security protection to YOUR network.

You shall appoint and maintain a Managed Security Manager and two (2) Managed Security Technical Contacts as listed from time to time on the Managed Security Contacts Schedule to this Agreement. You may change any designation by giving seven (7) days prior written notice to Verio.

You acknowledge that as part of the Managed Security Service VERIO may change the security configuration or disconnect YOU from the Internet without notice upon the occurrence of security problems. You agree not to hold Verio liable for any such change or disconnection.

Verio may, in its sole discretion, take corrective action, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, in the event YOU engage in or commit any of the following acts:

- Alter, modify or improperly use, including violations of Verio's Acceptable Use Policy, any portion of the hardware, software or equipment, including the Firebox II hardware, necessary for Verio to provide the Managed Security Service ("MSS Equipment")
- Perform or attempt to perform maintenance services on the MSS Equipment
- Attach devices or other equipment to the MSS Equipment not approved by Verio or the original manufacturer of the MSS Equipment
- Alter or modify YOUR IP address space on any interface on the MSS Equipment without prior communication to Verio
- Initiate any other action which breaches the security of YOUR Network

In the event that VERIO elects to take any corrective action, YOU shall not be entitled to a refund of any fees paid in advance prior to such corrective action. Verio shall not have any liability to YOU in the event YOU engage in or commit any of the foregoing acts nor shall Verio be liable to YOU for any corrective action taken.

YOU shall give Verio thirty (30) days written notice prior to moving the MSS Equipment. Any such notice shall specify the new installation address for the MSS Equipment. If requested by YOU, Verio will supervise the movement of the MSS Equipment.

Upon the termination of this Agreement for any reason, YOU, at YOUR election, may:

- Purchase the MSS Equipment at the rate of 75% of its original retail value; or
- Return, at YOUR costs, the MSS Equipment to VERIO in the same condition as furnished to YOU, excepting normal wear and tear.

If YOU do not purchase or return the MSS Equipment within ten (10) business days of the termination of the Agreement, VERIO will invoice YOU for the MSS Equipment at the rate of 75% of its original retail value.

WARRANTY

YOU acknowledge and agree that VERIO exercises no control over, and accepts no responsibility for, the content of the information passing through VERIO's host computers, network hubs and points of presence (the "VERIO Network") or the Internet. VERIO MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT VERIO PROVIDES. NEITHER VERIO, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT

THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICED OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. VERIO IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICE(S) PROVIDED BY VERIO.

INDEMNIFICATION

YOU will indemnify, save harmless, and defend VERIO and all employees, officers, directors and agents of VERIO (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to the use of the Services, including any violation of the VERIO Acceptable Use Policy.

LIMITATION OF LIABILITY

IN NO EVENT SHALL VERIO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF VERIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will VERIO's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by YOU for the Service which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

FORCE MAJEURE

VERIO shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

GOVERNING LAW

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of ~~Colorado~~ *Illinois. RWN*

AMENDMENT OR WAIVER

Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of YOU and VERIO. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

ASSIGNMENT AND SEVERABILITY

This Agreement shall be binding upon and inure to the benefit of YOU, VERIO and our respective successors, and assigns. YOU may not assign this Agreement without the prior written consent of VERIO. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement, and any other document or agreements specifically identified in this Agreement, supercedes all previous representations, understandings or agreements.

ACCEPTANCE OF SERVICES

ACCEPTANCE OF THIS AGREEMENT BY VERIO MAY BE SUBJECT, IN VERIO'S ABSOLUTE DISCRETION, TO SATISFACTORY COMPLETION OF A CREDIT CHECK. ACTIVATION OF SERVICE SHALL INDICATE VERIO'S ACCEPTANCE OF THIS AGREEMENT. USE OF THE VERIO NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT AND THAT THERE ARE NO CONFLICTING CLAIMS RELATING TO THE RIGHTS GRANTED BY THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

Customer: Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

Signature: *James A. Dyson*

Printed Name: JAMES A. DYSON

Title: CHAIRMAN OF THE BOARD

Billing Address: _____

Installation Address: _____

Telephone: _____

Fax: _____

Billing Contact: _____

Technical Contact: _____

Patricia A. Bunk
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM

Rosario F. Vargas
GENERAL COUNSEL

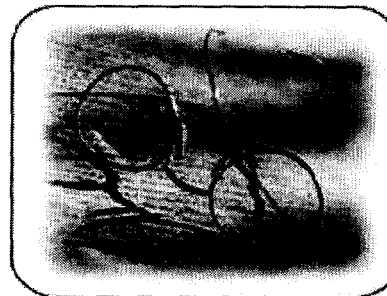
VERIO the new world of business™

Home
 Internet Services
 Your Local Verio Office
 Company Information
 Corporate Overview
 Investor Relations
 Technology
 Jobs @ Verio
 Newsroom
 Policies
 Why Verio?
 Customer Support
 Verio Partners

 **CONTACT US**

Company Information

Acceptable Use Policy



As an Internet service provider ("ISP"), Verio offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Verio also wants its subscribers to be fully informed of their rights and obligations -- and those of Verio -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of each customer's respective services agreement (the "Services Agreement"), is intended as a plain English guide to those rights and obligations.

The fundamental fact about the Internet is that no one --neither Verio, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Verio cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Verio cannot monitor and censor the Internet, and will not attempt to do so, Verio cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable or offensive Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Verio does not review, edit, censor or take responsibility for any information its subscribers may create. This places on subscribers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Verio facilities and may reach a large number of people, including both subscribers and nonsubscribers of Verio, subscribers' postings to the Internet may affect other subscribers and may harm Verio's goodwill, business reputation and operations. For these reasons, subscribers violate Verio policy and the Services Agreement when they, their affiliates or subsidiaries engage in the following activities:

Spamming -- Unsolicited, commercial mass e-mailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Verio, but also because it can overload Verio's equipment and disrupt service to Verio subscribers.

Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve the ISP in litigation and possible loss of reputation.

Distribution and/or Transmission of Obscene or Indecent

Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.

Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

Other Activities, whether lawful or unlawful, that Verio determines to be harmful to its subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Verio will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Verio policy or applicable law. When Verio becomes aware of harmful communications, however, it may take any of a variety of actions. Verio may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including termination of a subscriber's contract with Verio.

Verio also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching Verio's facilities from those subscribers may have been originated by customers of those subscribers or other third parties. Verio does not require its subscribers who offer Internet services to monitor or censor transmissions created by customers of its subscribers. At the same time, subscribers who knowingly transmit materials that violate law or Verio policy are, themselves, in violation of Verio policy. Similarly, Verio anticipates that subscribers who offer Internet services will cooperate with Verio in any corrective action that Verio deems necessary, in order to correct and prevent the transmission of material that is harmful to Verio or its subscribers. Failure to cooperate with such corrective and preventive measures is a violation of Verio policy.

Verio also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Verio urges its subscribers to assume that all of their on-line communications are insecure.

Verio can not take any responsibility for the security of communications transmitted over Verio's facilities. Verio will comply fully, however, with all

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applicable laws concerning the privacy of its subscribers' on-line communications. In particular, Verio will not intentionally monitor or disclose any private electronic mail messages sent or received by its subscribers unless required to do so by law. Verio may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Verio may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, Verio may disclose information transmitted over its facilities where necessary to protect Verio and its subscribers from harm, or where such disclosure is necessary to the proper operation of the system.

Verio expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Verio policy. Finally, Verio wishes to emphasize that in signing the Services Agreement, subscribers indemnify Verio for any violation of the subscriber of the Services Agreement, or of law or Verio policy, that results in loss to Verio or the bringing of any claim against Verio. This means that if Verio is sued because of activities of the subscriber that violate any law, the Services Agreement or this policy (which is part of the Services Agreement), the subscriber will pay any damages awarded against Verio, plus costs and reasonable attorneys' fees.

We hope this Policy Statement is helpful in clarifying the obligations of Internet users, including Verio and its subscribers, as responsible members of the Internet.

Last Modified March 2, 1999

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