

Network Solutions

Virtual Private Server (VPS) Services Addendum

This Virtual Private Server Services Addendum (“VPS Addendum”) governs your use of Network Solutions’ virtual private server services (“VPS Services”) and is incorporated by reference into the Network Solutions [Master Service Agreement](#) (the “MSA”). Unless otherwise defined herein, capitalized terms have the meanings given in the MSA. Network Solutions may modify this VPS Addendum at any time by posting a revised version, and your continued use of the VPS Services constitutes acceptance of the modified terms.

1. Resource Usage

Your use of the VPS Services is limited to the resources allocated to the specific VPS plan you have purchased. Network Solutions reserves the right to suspend or throttle your account if your usage exceeds your allocated plan resources or adversely affects the performance of shared infrastructure.

2. Cancellations and Refunds

- 2.1. **Cancellation.** You may cancel your VPS Services at any time via the Account Manager.
- 2.2. **Refunds.** There are no refunds on VPS Services.

3. Prohibited Uses

In addition to any prohibited uses set forth in the Network Solutions [Acceptable Use Policy](#) (the “Acceptable Use Policy”), you may not use the VPS Services to:

- (i) Run public Internet Relay Chat daemons (IRCd) or malicious bots;
- (ii) Run any BitTorrent client or tracker that links to or facilitates the download of illegal content;
- (iii) Operate an open or public proxy, or use a proxy to access illegal or malicious content;
- (iv) Run I/O-intensive applications that adversely affect normal server operations; or
- (v) Otherwise use the VPS Services in any manner that adversely affects the stability or performance of Network Solutions’ infrastructure or other customers’ services.

4. Subscriber Super-User Access

If your VPS plan includes super-user (root) access, you acknowledge that you are solely responsible for any changes made using such access. Network Solutions may not be able to reverse changes made or recover data lost or damaged through the exercise of super-user privileges. Network Solutions' support obligations with respect to super-user accounts are limited to the following:

- (i) Reinstallation of corrupted modules, such as control panel files and web server files;
- (ii) Reinstallation of the baseline operating system and core file image upon your request. You acknowledge and understand that a new image installation will result in the irreversible and complete loss of all data stored on the server, and Network Solutions is not liable for any data lost as a result;
- (iii) Restoration of files from available backups upon your request. Restoration will be a full restore of available backup files; Network Solutions does not offer file-by-file restoration services. Network Solutions reserves the right to charge a restoration fee for backup copies;
- (iv) Network Solutions will not perform configuration or setup of DNS, firewalls, web server software, or similar services;
- (v) Network Solutions will perform basic diagnostics upon your request; and
- (vi) Network Solutions does not provide in-depth manual diagnostics as part of the VPS Services.
- (vii) The foregoing limitations on support include configurations in which operating system or cPanel updates have been disabled at your direction. See Section 6.2.

5. Network Solutions Support Scope

Network Solutions will provide support only where there is a failure with:

- (i) The hardware of Network Solutions' servers;
- (ii) The network infrastructure supporting Network Solutions' servers;
- (iii) The deployment of your VPS instance;
- (iv) The installation of supported operating systems, if applicable; or
- (v) The setup of reverse DNS for IP addresses assigned by Network Solutions.

6. Subscriber Responsibilities

6.1 You are solely responsible for:

- (i) Managing the reputation of IP addresses assigned to your VPS, including taking all necessary steps to delist any blacklisted IPs;

- (ii) Updating and patching the operating system and all applications running on your VPS; and
- (iii) Any changes to your VPS that affect the display of information in the Customer Control Panel.

6.2 Legacy Operating Systems and Disabled Updates. Network Solutions may offer VPS plans running legacy or end-of-life operating systems, and may support configurations in which automatic updates—including cPanel and operating system updates—have been disabled at your election. You acknowledge that running end-of-life software or disabling updates exposes your server to security vulnerabilities, compatibility issues, and potential data loss for which Network Solutions bears no responsibility. Your election to use unsupported software versions or to disable updates constitutes your assumption of all associated risks, and Network Solutions expressly disclaims any liability arising from such configurations.

7. Network Solutions Rights

Network Solutions may take any action necessary to enforce its rights under this VPS Addendum or the MSA, including but not limited to accessing your server by any means and, if required: (i) resetting server passwords; (ii) suspending your access to the server; and/or (iii) terminating your access and thereafter deleting your data from the server.

8. Inodes

VPS accounts may be subject to a default inode limit (as specified in your plan documentation) to protect file system integrity. The applicable inode limit may vary depending on the plan or services you have purchased.

9. cPanel Accounts

Each VPS plan includes a fixed number of cPanel accounts as described in your plan documentation. If you require more cPanel accounts than your plan includes, additional accounts are available for purchase at Network Solutions' then-current rates.

10. Mail Policy

Your use of the VPS Services for email transmission is governed by the Network Solutions [Acceptable Use Policy](#). Network Solutions reserves the right to suspend or terminate mail services on your VPS if your use violates the Acceptable Use Policy or applicable law.

11.Backup and Data Loss

- 11.1. Subscriber Responsibility.** You are solely responsible for backing up all content, data, and files residing on your VPS, including any websites hosted therein. Your use of the VPS Services is entirely at your own risk with respect to data integrity and availability.
- 11.2. No Liability for Data Loss.** Network Solutions is not responsible for the loss of any data residing on your VPS. By using the VPS Services, you agree to take full responsibility for all files and data transferred to or stored on Network Solutions' servers and to maintain all appropriate independent backups.

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