

# Acceptable Use Policy (“AUP”)

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## 1. PURPOSE AND SCOPE.

- 1.1. This Acceptable Use Policy (“Policy”) describes activities that are not allowed using the Innovias network, infrastructure, systems or services (collectively, “Services”). This Policy is applicable to customers of Innovias who have executed a services agreement, customer clients and end users, Innovias employees and partners, and any other third-party user of the Services (collectively, “Users”). For purposes of this Policy, “you” means the Innovias customer, partner, end user, employee or other third party user of the Services.
- 1.2. The purpose of this Policy is to ensure the appropriate use of the Services by Users and to help protect all Users from the consequences of malicious Users or attacks. Innovias reserves the right to modify this Policy in its discretion at any time. Such modifications will be effective immediately.
- 1.3. If you are a customer of Innovias, this Policy is incorporated by reference into your services agreement with Innovias.

## 2. GENERAL CONDUCT

- 2.1. You shall only use Services in a manner that is consistent with the intended purpose of the Services and only for lawful purposes. You shall not use the Services to transmit, distribute or store material that is:
  - (1) in violation of any applicable law or regulation, including export or encryption laws or regulations; or
  - (2) that may expose Innovias to criminal or civil liability. You shall not assist any other person in violating any part of this Policy.

## 3. RESPONSIBILITY FOR CONTENT

- 3.1. Innovias is not responsible for any material created, stored, distributed or accessible on or through the Services (“Content”). Innovias is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. Innovias reserves the right to block access to such material and suspend or terminate the Services in the event Innovias determines, in its sole discretion, that Content may expose Innovias to civil or criminal liability.
- 3.2. Innovias may cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing your identity.
- 3.3. To the extent you use Innovias cloud-related Services, all Microsoft® licenses must be provided by Innovias unless specifically approved by Innovias. In all events, you will provide Innovias with a count of all Microsoft licenses used by you in connection with the Services.

## 4. PROHIBITED USES AND CONTENT

- 4.1. You may not use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use, or to transmit, distribute or store material that is illegal, harmful or offensive (as reasonably determined by Innovias). Without limitation, you may not utilize the Services:
  - a. to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
  - b. to infringe, violate, dilute or misappropriate any intellectual property rights, including copyrights, patents, trademarks, trade secrets or other proprietary information (“Intellectual Property Rights”)

- c. to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
  - d. to export software to points outside the United States in violation of applicable export control laws;
  - e. to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Innovias network, any other network or equipment, or other Users;
  - f. to transmit or distribute fraudulent, deceptive or misleading materials or to advance any type of financial scam;
  - g. in violation of any applicable law;
  - h. in a manner that exposes, or may expose Innovias or its Users to abuse, complaints, retaliation, connectivity issues or other negative impact.
- 4.2. You may not violate or attempt to violate the security of the Innovias network, including, without limitation:
- a. accessing data not intended for you or logging into a server or account which you are not authorized to access;
  - b. falsely representing yourself or impersonating Innovias personnel;
  - c. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - d. attempting to interfere with, disrupt or disable service to any user, host or network, including: i) taking any action in order to obtain Service to which you are not entitled; or ii) attempting to utilize another user's account name or persona without authorization from that user;
  - e. attempting any action designed to circumvent or alter any method of measuring or billing for Services.
- 4.3. You are prohibited from taking any action, intentional or unintentional, which will negatively impact a multitenant environment, such as cloud or network services, as a whole.

## 5. E-MAIL

- 5.1. You must comply with the CAN-SPAM Act of 2003 and other applicable laws and regulations applicable to commercial e-mail.
- 5.2. You may not use the Services to:
- a. send unsolicited e-mail messages, including, without limitation, commercial advertising or informational announcements ("spam");
  - b. send e-mail messages which are excessive and/or intended to harass or annoy others;
  - c. send malicious e-mail;
  - d. send or receive e-mail messages in a manner that violates the use policies of any other internet service provider.
- 5.3. An e-mail message will be considered unsolicited if it is (i) considered unsolicited under any applicable local, state, or federal law or regulation or (ii) is sent to a recipient: who has not expressly requested or invited it; with whom the sender does not have an existing business or personal relationship; or who has requested that the sender not send them any further messages.
- 5.4. You are prohibited from using the service of another provider to send spam or promote a site hosted on or connected with the Services.

## **6. ENFORCEMENT**

- 6.1. Innovias may suspend or terminate Services for violations of this Policy. Innovias will make reasonable attempts to discuss and resolve any violations.
- 6.2. Violations of system or network security may result in civil or criminal liability. Innovias will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting individuals or entities who are involved in such violations.
- 6.3. Nothing in this Policy shall be construed to prevent or limit, in any way, a provider of Internet access service from enforcing, pursuant to any remedy available under any other provision of Federal, State, or local criminal or civil law, a policy regarding Acceptable Use.