

Acceptable Use Policy



Itrica's Acceptable Use Policy ("AUP") is designed to ensure compliance with all relevant laws and regulations governing Itrica Corp. ("Itrica") services, and to promote the security and availability of Itrica's network and computing infrastructure to its clients ("Clients") and third parties. This AUP applies to each Client's use of Itrica infrastructure and services (the "Services"). This AUP is incorporated, by reference, under the terms and conditions of the Master Service Agreement ("MSA"). Itrica reserves the right to amend this AUP from time to time at its sole discretion. Client will be notified at least 30 days in advance of modifications that Itrica determines to be material. Except as otherwise expressly set forth in the MSA or any applicable Service Order, Client's use of the Services following the effective date of any such modifications to this AUP will constitute the Client's acceptance of any such amendments.

1. **Responsibilities.** Client is responsible for complying with this AUP and for violations attributable to their customers and users (including any of Client's officers, directors, employees, independent contractors, advisors, agents, representatives, equity holders, and affiliates (collectively, "Representatives"), whether authorized or not by the Client. Client must take all reasonable steps to ensure that their customers and users (including all of their Representatives) will comply with this AUP. This AUP does not (a) obligate Itrica to monitor, review, or audit the data and content transmitted or residing on its infrastructure or (b) create any obligation of Itrica to any party that is not a client. Itrica expressly disclaims any liability for the third party and Client data and content transmitted or residing on its infrastructure and for the actions of its clients with respect to such data and content and with respect to their use of the Services. Any questions or comments regarding this AUP should be directed to legal@itrica.com.
2. **Client Security Obligation.** Client must use reasonable care to ensure the security of the Services. A Client is solely responsible for any intrusions into, or security breaches of, Itrica's network and computing infrastructure (including its servers) directly or indirectly caused by Client or any of Client's Representatives, except to the extent expressly provided for in, and covered by, a designated security administration or firewall security service package ordered by the Client. Itrica reserves the right to disconnect or terminate without provision of service credit any Services that disrupt Itrica's network or any device on the network as a result of a security compromise.
3. **Prohibited Activities and Content.** Client shall not directly or indirectly, and shall not allow any of their Representatives to, post, upload, transmit, or store any data or content using the Services in a manner that constitutes a violation of any relevant law, regulation, ordinance or court order or any third-party rights, including but not limited to any of the following activities:
 - a. probing, scanning, or testing the vulnerability of any system or network;
 - b. breaching or otherwise circumventing any security or authentication measures;
 - c. accessing, tampering with, or using non-public areas of the Services, shared areas of the Services Client has not been authorized to access;
 - d. interfering with or disrupting any user, host, or network (for example, by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services);
 - e. planting malware or otherwise use the Services to distribute malware;

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- f. accessing or search the Services by any means other than Itrica’s supported user interfaces (for example, “scraping”);
- g. sending unsolicited communications, promotions or advertisements, or spam;
- h. sending altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- i. publishing or distributing any material or content that is fraudulent, misleading, or infringes another's rights;
- j. promoting or advertising products or services other than such Client’s own products and services, without appropriate authorization;
- k. impersonating or misrepresenting an affiliation with any person or entity;
- l. violating the privacy of others;
- m. publishing or sharing materials that are unlawfully pornographic or indecent (including any child pornography), or that advocate bigotry, religious, racial or ethnic hatred or that are defamatory;
- n. transmitting, distributing, downloading, copying, caching, hosting, or otherwise storing on or through the Services any information, data, material, or content that infringes the intellectual property rights of others; and
- o. otherwise violating any applicable law, regulation, order, or third party rights in any manner.

Client shall be responsible for knowledge of all laws, regulations, ordinances and court orders are applicable to their use of the Services. In addition to any other applicable rights or remedies of Itrica, Itrica reserves the right to (i) cooperate fully with any criminal, civil, or regulatory investigation of any of Client’s content or data located on Itrica’s network or infrastructure or stored or transmitted through the Services, and (ii) to suspend or terminate Client’s use of the Services, Client’s account, and/or any MSA or Service Order or other agreement with such Client, in the event Itrica determines, in its sole discretion, that such Client’s conduct constitutes network abuse, including, but not limited to, the prohibited activities described above in this Section 3 or elsewhere in this AUP.

- 4. **Intellectual Property Infringement Policy.** Itrica reserves the right to disable access to or remove infringing content to the extent required, in Itrica’s sole discretion, to (i) comply with any applicable law or regulation, including, but not limited to, the Digital Millennium Copyright Act, and (ii) avoid or limit liability or potential liability to any third party. Acceptable Use Policy
- 5. **Copyright Claims and DMCA Policy.** The Digital Millennium Copyright Act (the “DMCA”) provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. Itrica will investigate claims of copyright infringement committed using the Services if such claims are reported to Itrica’s copyright agent identified below. Any copyright owner, or a person authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, should report alleged copyright infringements taking place on or through the Services by sending a notice of alleged infringement in accordance with the instructions below and delivering it to Itrica’s copyright agent (including by email) at the address provided below. Upon receipt of any such notice, Itrica will investigate the alleged infringement and will take whatever action, in its sole discretion, it deems appropriate, including removal of the allegedly infringing content from the Services.

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Any notice of alleged infringement must include the following statements and information:

- Identification of the copyrighted work(s) that claimed to have been infringed;
- Identification of the material or link to the material claimed to be infringing (or the subject of infringing activity) and to which access is requested to be disabled, including at a minimum, if applicable, the URL of the link or description of the exact location where such material may be found;
- For the person submitting the notice of alleged infringement, company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Both of the following statements must be included in the body of the Notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - “I hereby state that the information in this Notice of Alleged Infringement is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
- Provide full legal name and electronic or physical signature of the person submitting the notice of alleged infringement. The completed Notice of Alleged Infringement must be sent to Itrica’s Copyright Agent at the following address:

Copyright Agent Itrica Corp.
125 High St. 2nd Floor
Boston, MA 02115
legal@itrica.com

6. **Mailing Lists.** Clients are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail addresses available to Client for distribution of information. Clients who operate mailing lists must maintain complete and accurate records of all consents and opt-ins (including the actual e-mails and their headers) and provide such records to Itrica upon its request. If a Client cannot provide positive and verifiable proof of such consents and opt-ins, Itrica will consider the list mailing to be unsolicited and may suspend or terminate the offending Client’s access to the Services. Any Client-maintained mailing list must also allow any party on the list to remove itself automatically and permanently.
7. **Block Removal.** If, as a result of a Client's actions, Itrica 's mail servers or IP address ranges are placed on black hole lists and other mail filtering software systems, Itrica shall charge Client fees for any necessary remedial actions.
8. **IP Allocation.** A Client shall not use IP addresses that were not assigned to it by Itrica or authorized third parties in connection with such Client’s use of the Services. Itrica reserves the right to suspend or terminate the network access of any server utilizing IP addresses outside of the assigned range.

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9. **IRC Policy.** Clients may not operate and maintain Internet Relay Chat (IRC) servers that connect to global IRC networks such as Undernet, EFnet, DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. Harassing or abusive IRC activity is expressly prohibited under the AUP.

10. **Usenet Policy.** Users may have access through the Itrica network and services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

11. **Legal Investigations.** Clients will fully cooperate and comply with any civil, criminal, or regulatory investigation that relates to or involves such Client's use of the Services, including but not limited to, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court or government entity (each an "Investigation"). Notwithstanding anything to the contrary herein, or in the MSA, Itrica's Privacy Policy, or any other Service Order (including with respect to any obligations of confidentiality or non-disclosure), Itrica reserves the right to comply with any Investigation without notice to Client. Client shall not be entitled to service credits, and Itrica shall not be in default under any agreement for Services, if its compliance with any Investigation causes Client to incur downtime or requires the sequestering of all or a portion of the Services.

12. **Violations of AUP.** Itrica may enforce this AUP with or without notice to a Client by any actions it deems necessary in its sole discretion, including but not limited to the following:
 - a. Disabling access to a Client's content that violates this AUP;
 - b. Removal of DNS records from the Services;
 - c. Blocking mail or any other network service;
 - d. Effecting IP address null routing;
 - e. Suspending or terminating a Client's access to the Services; and/or
 - f. Taking direct action (including legal action) against a Client and its users and clients.

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that Itrica may take to enforce and ensure compliance with this AUP, the MSA, the Privacy Policy, and other applicable policies, rules or regulations. Itrica reserves the right to seek recovery of any and all expenses, and apply any reasonable charges, in connection with a Client's violation of this AUP. No service credits will be issued for any interruption in service resulting from violations of this AUP.

13. **Indemnification.** Client shall indemnify, defend and hold Itrica, Itrica's Representatives, and Itrica's other Client harmless from and against any damage, harm, liability, cost, or expense (including reasonable attorneys' fees) to persons or entities (or their property) arising out of or in connection with any violation of this AUP by Client, except to the extent attributable to the gross negligence or willful misconduct of Itrica or its Representatives.

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14. ITRICA RESERVES THE RIGHT AT ALL TIMES TO INVESTIGATE ANY ACTUAL, SUSPECTED, OR ALLEGED VIOLATIONS OF THIS AUP, WITH SUCH INVESTIGATION TO INCLUDE ACCESSING OF DATA AND RECORDS ON, OR ASSOCIATED WITH, ANY SERVER.