

AUTHORIZED USE POLICY FOR CLOUD SERVICES

Effective 07/08/2016

The following Authorized Use Policy (“AUP”) applies to Virtual Network Services and other private cloud services offered by One Point Technologies, Inc., a Kansas corporation (“Cloud Service Provider” or “CSP”), and its division d/b/a Networks Plus, (“Distributor”) to its Customers under all Master Agreements, Service Agreements and Purchase Agreements. The examples described in this AUP are not exhaustive. CSP reserves the right to modify this AUP at any time by posting a revised version on its website located at <http://networksplus.com/legal>. Customers are responsible for periodically checking this site and taking all necessary steps to ensure that they are familiar and will fully comply with the most current AUP revision. Failure to adhere to the AUP can result in suspension or termination of Service or certain portions thereof as provided in the applicable Master Agreements Service Agreement and/or Purchase Agreement.

Customer shall not, or allow any third party to: (i) remove or modify any program markings or any notice of CSP’s or its licensors’ proprietary rights; (ii) make the programs or materials resulting from the Services available in any manner to any third party for use in the third party’s business operations unless such access is expressly permitted under the applicable Master Agreement, Services Agreement or Purchase Agreement; (iii) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to CSP; (iv) perform or disclose any of the security testing of the Services environment or associated infrastructure, including but not limited to network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, and/or penetration testing.

Customer shall not, or allow any third party to use the Services to violate, or encourage the violation of, the legal rights of others. By way of example, this would include infringing upon or misappropriating the intellectual property rights of others in violation of the Digital Millennium Copyright Act (“DMCA”). No copyrighted material may be stored or cached on any device owned or operated by CSP without permission of the rights holder of that material except as permitted under the DMCA. Customer shall promptly comply with any properly submitted takedown notice received from any rights holder or their agent and shall designate an agent to receive such notices in accordance with the provisions of the DMCA. CSP will forward to Customer any takedown notice it receives that relates to Customer’s Service or data.

Customer shall not, or allow any third party to use the Services to interfere with the use of the services, or the equipment of other CSP customers, authorized resellers, or other authorized users. Customer shall not use any process, program, or tool via CSP’s system for guessing the passwords or circumventing any security measures of other CSP customers, resellers, or authorized users or other systems.

Customer shall not, or allow any third party to use the Service to make unauthorized attempts to access the systems and networks of third parties without their permission, or to violate the security or integrity of any network, computer or communications system, software application, or network or computing device. Examples of prohibited activities include unauthorized access; monitoring of data or traffic; falsification of origin, denial of service attacks and similar activities.

Customer shall not, or allow any third party to use the Services to engage in, promote or encourage illegal activity or for any unlawful, invasive, infringing, defamatory or fraudulent purpose. Prohibited uses and activities include, without limitation, any use of the Services in a manner that, in our reasonable judgment, involves, facilitates, or attempts advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful. Customer shall use the Service provided by CSP strictly in accordance with all applicable local, state, and federal laws, including but not limited to, obscenity laws. Customer shall not use the Service to conduct a business or activity or solicit the performance of any activity that is prohibited by law. CSP will cooperate with law enforcement in cases where CSP services or devices are being used for any suspected illegal activity.

Customer shall not, or allow any third party to use the Services to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature.

Customer shall not, or allow any third party to use the Services to generate, distribute, publish send or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like 'spam'), including commercial advertising and informational announcements. Customer shall not, or allow any third party to alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

Failure to comply with this Authorized Use Policy may result in the immediate termination of Services, involvement of law enforcement, or any other action that CSP deems in good faith may be necessary to protect its network, customer relationships, and commitment to provide the highest possible quality of service to its other customers. CSP shall not be liable for any damages of any nature suffered by any Customer, or third party resulting in whole or in part from its exercise of its rights under these policies. Customer is responsible for any charges resulting from its violation of these policies including but not limited to charges resulting from the compromise of any Customer secure password.

Customers shall report to CSP any information they may have concerning instances in which the conditions set forth herein have been or are being violated. To report violations of CSP Authorized Use Policy, send any and all documentation supporting the complaint to cloudservices@networksplus.com.