

# Acceptable Use Policy Agreement

Aldridge Cloud Hosting and Connectivity Services

Version 2017.1



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This Acceptable Use Policy Agreement is part of an aggregate set of agreements which, combined together by reference, create one integrated contract (the "Agreement") between Aldridge ("we," or "us," including "our," and "Aldridge") and Client ("you," including "your," or "Client"). Each of Aldridge and Client may also be referred to as a Party and collectively as the Parties.

For any Cloud Hosting and Connectivity Services Quotes, Quotations, Proposals, Statements of Work, Sales Orders or Service Order ("SO") agreements executed by you (individually and collectively, "Engagements"), this document and all the applicable documents listed in the tables immediately below ("Included Agreements") are legally integrated as if fully set forth as one Agreement.

Upon each Engagement renewal, this Agreement, but not the terms of any ongoing Engagement, will be superseded by the terms and conditions set forth in the then currently published version of the Agreement available online as of the date on which your services are renewed (the "Renewal Terms"). If you do not agree to the Renewal Terms, you may decline to renew your services.

#### The Aggregate Set of Agreements between Client and Aldridge, the Included Agreements

Applicable Agreements Integrated into All Engagements	Available Online at
Master Services Agreement	http://aldridge.com/MSA
Services Guide Agreement	http://aldridge.com/SG
Service Level Agreement ("SLA")	http://aldridge.com/SLA
Standard Rates Agreement	http://aldridge.com/rates
Domain Name Registration and Renewal Agreement	http://aldridge.com/DNR
A current and submitted Client Information Form, available online	http://aldridge.com/info

Included Agreements Integrated into Specific Engagements, as Applicable	Available Online at
Monitoring Services Guide Agreement (applies to Engagements which include Managed Services)	http://aldridge.com/monitoring
Aldridge IT Architecture for Business Optimization (applies to Engagements which include Managed Services)	http://aldridge.com/architecture
Managed Backup and Continuity Services Agreement (applies to Engagements which include Managed Backup and Continuity Services)	http://aldridge.com/backupservice
Acceptable Use Policy Agreement (applies to Engagements which include Aldridge Cloud Hosting or Connectivity Services)	http://aldridge.com/AUP
Microsoft End User License Agreement (applies to Engagements which include Aldridge Cloud Hosting Services)	http://aldridge.com/EULA
Hosted VoIP Agreement (applies to Engagements which include Hosted VoIP Services)	http://aldridge.com/hosted_voip



## Acceptable Use Policy Agreement for Aldridge Cloud Hosting and Connectivity Services

Aldridge and its affiliates (collectively "Aldridge") have created this Acceptable Use Policy ("AUP") governing Aldridge's online cloud platform hosting and connectivity services ("Service") to ensure the integrity of the Aldridge network, infrastructure, and Services for all of Aldridge's clients by designating standards for acceptable and unacceptable use.

#### Introduction

1. This AUP is intended to help enhance the use of Services for all Aldridge clients. Aldridge supports the free flow of information and ideas and does not actively monitor use of the Services under normal circumstances. However, we may, with or without prior notice, remove any materials that, in Aldridge's sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Aldridge may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of access to Services.

#### Violations and Remedies

- 2. Your failure to observe the guidelines associated with this AUP may result in Aldridge taking actions that may range from a warning to a suspension or termination of Service. Aldridge will suspend Service only to the extent reasonably necessary. When feasible, upon observation of a violation of this AUP, Aldridge will attempt to contact you or otherwise notify you of the violation.
- 3. Aldridge reserves the right, however, to act immediately and without notice to restrict, suspend, or terminate Service if it reasonably determines that you, or those who obtain access to the Services through you, have used the Services:
  - In a way prohibited by law, regulation, governmental order, or decree
  - To violate the rights of others
  - To try to gain unauthorized access to or disrupt any service, device, data, account, or network
  - To spam or distribute malware
  - In a way that could harm the Services or impair anyone else's use of them
  - In a way that leads to the death or serious bodily injury of any person or to severe physical
    or environmental damage from use of the Services.

#### Reporting Violations

4. Aldridge requests that any person who becomes aware of a violation of this AUP report the information to Aldridge at abuse@aldridge.com. Aldridge may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend your privileges; suspend



your account; terminate your account; bill you for administrative costs; bring appropriate legal action to enjoin violations, and/or to collect damages, if any, caused by violations; or take no action.

### Revisions and Reservation of Rights

5. Aldridge reserves all rights including the right to revise, amend, or modify this Acceptable Use Policy at any time. Such amendments or modifications will become effective on the date posted or announced on Aldridge's website, whichever is earlier. Afterwards, your continued use of the Service or Equipment will constitute acceptance of any such amendments or modifications.