

Acceptable Use Policy

This Acceptable Use Policy (the "AUP") applies to the use of the services of SUNGARD AVAILABILITY SERVICES LP and its affiliated companies ("Sungard AS") by its customers (the "Services"). This AUP supplements, but does not supersede, the agreements that customers or other users ("You") have with Sungard AS. The AUP also applies, and should be communicated, to customers' customers and/or end users that utilize the Services through customers. In the event of any conflict between a customer's agreement and the AUP, the AUP will govern. By using the Services, you agree to the latest version of this AUP. Please read it carefully.

Sungard AS has published this AUP to help ensure that the Services provided to our customers are of the highest quality, and to help protect the privacy and security of our customers, systems, and networks, while also encouraging responsible use, including compliance with applicable laws. This AUP also describes types of use of the Services that are prohibited. Sungard AS may in its sole discretion determine whether a use of the Services is a violation of this AUP. Sungard AS in no way intends to monitor, control, or censor communications or content that a customer may acquire, transmit, or store on or via Sungard AS' network. However, when we have knowledge of a violation of this AUP, we reserve the right to take such action as is necessary to address the violation, as referenced below.

Definitions

As used herein, "Content" shall mean all information made available, displayed, transmitted or retransmitted in connection with customer's use of the Services (including, without limitation, information made available by means of a "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards, social sites or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

Prohibited Uses

The following are prohibited uses of the Services under this AUP. These descriptions are guidelines and are not intended to be comprehensive in nature.

Illegal/Criminal Activity

The Services may not be used in connection with any criminal or civil violations of local, state, provincial, federal, or international law, treaty, regulations, court order, ordinance, administrative rule, or other government requirements.

Intellectual Property

The Services may not be used to transmit, re-transmit, host or store any Content or to engage in any activity that infringes or facilitates the infringement of the intellectual property rights or privacy rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Security Violations

The Services may not be used in connection with any attempt to damage, violate, facilitate or assist in the violation of the security of any network, service, or other system, data or Software. Prohibited acts include, but are not limited to, hacking, cracking into, monitoring, accessing or using systems or networks without authorization; scanning ports; forging of any TCP/IP packet header or any part of the header information in an email or newsgroup posting; conducting or participating in denial of service attacks; and distributing viruses, time bombs, worms, botnets, zombies, cancelbots or other harmful Software computer program routines designed to damage, intercept or seize control of systems, Software or data. Sungard AS customers are responsible for maintaining the basic security of their systems to prevent use of their system in a manner which may result in a violation of this AUP, such as properly securing mail servers to prevent distribution of spam or other unsolicited commercial email (as defined below), and properly securing FTP servers to prevent illegal distribution of licensed Software. Customers also are responsible for implementing preventive or remedial actions on vulnerable or exploited systems to prevent continued abuse.

Threats

The Services may not be used to transmit, re-transmit, host or store materials or Content that is of a threatening nature, including threats of death or physical harm, or that is harassing, libelous, and or defamatory, invasive of privacy rights, or to provide information or assistance in causing or carrying out violence against any government, organization, group or individual.

Offensive Content

The Services may not be used to transmit, re-transmit, host or store for the distribution of offensive Content, including obscene, pornographic, indecent, and hateful materials.

Spam

Spam is an unacceptable use of the Services and is a violation of the AUP. Prohibited acts include, but are not limited to, any of the following activities:

- Posting a single message or messages similar in content, to more than five online forums or newsgroups.
- Posting of messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Sending any unsolicited email that could be expected, in Sungard AS' sole discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- Using another site's mail server to relay mail without the express permission of the site.
- Using the Services to violate an Internet Service Provider's acceptable use policy and/or terms of service.
- Sending emails that result in Sungard AS-provided IP address(es) being blocked or black-holed by third party spam protection related services.

Indirect Access

A violation of this AUP by someone having only indirect access to the Services through a Customer or other user will be considered a violation by the Customer or other user, whether or not with the knowledge or consent of the Customer or other user. In addition, this AUP applies to any email or Content transmitted by a customer or on its behalf using a Sungard AS account as a mailbox for responses or promoting Content hosted or transmitted using the Services, or indicating in any way that Sungard AS was involved in the transmission of such email or Content.

Consequences

Actual, suspected or alleged violations of this AUP may result in a demand for immediate removal of offending Content, immediate temporary or permanent filtering, blocked access, suspension or termination of the Services, or other action appropriate to the violation, as determined by Sungard AS in its sole discretion. When feasible, it is Sungard AS' preference to give notice so that violations may be addressed voluntarily; however, Sungard AS reserves the right to act without prior notice when necessary, in its sole discretion, to avoid an interruption in Service or a negative impact on network capacity or performance. Sungard AS may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this AUP.

Incident Reporting

Any complaints regarding violations of this AUP by a Sungard AS customer should be immediately directed to the Sungard AS AUP Service Desk by calling 1-800-441-1181 or 011+720-587-1055 or sending an email to sas.abuse@sungardas.com. Where possible, include details that would assist Sungard AS in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Revisions to the Sungard AS AUP

Sungard AS may modify this AUP at any time, effective when posted to the Sungard AS website located at www.sungardas.com.