

# Acceptable Use Policy (AUP)

This Acceptable Use Policy (AUP) sets forth guidelines for acceptable and prohibited uses of the Symphony Software as a Service (SaaS) website as well as all websites hosted by Amano McGann ("Service").

Since the Service is designed as a shared service on a shared environment, and the actions individual users take while using the Service can have a big impact on our system as a whole, the intent of this AUP is to maintain the integrity and performance of the Service. As such, all users must follow this AUP.

Our Services provided are intended for use for the internal business purposes of our customers and their employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied login credentials by the customer. Our Services shall not be used for any commercial purpose beyond the functionality intended and outlined in the Software Subscription Agreement.

This AUP shall be governed by the laws applicable in the State of Minnesota, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action, arising out of or in connection with this AUP or the Service, shall be subject to the exclusive jurisdiction of the courts of the State of Minnesota. The examples described in this AUP are not exhaustive.

## I. Acceptable Use and Responsibilities of Authorized Users

As an approved user, you understand and accept responsibility for all activity occurring through the use of the Service and shall abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. Additionally, you agree to:

- Provide us with true, accurate, current, and complete information.
- Take sole responsibility for the deletion, correction, destruction, damage, loss, or failure to store any information through use of our Service.
- Maintain the security of your login credentials, not reveal them to anyone else, or use anyone else's credentials.
- Immediately notify us of any unauthorized use of user credentials or any other breach of security.
- Ensure that all users are familiar with the use and operation of the Service and all restrictions and obligations related to the Service.
- Retain responsibility for administering security within the Service (e.g., the granting of rights and access to Users).
- Configure necessary user accounts via the administrator account provided by us.
- Utilize the Impersonation feature for read-only purposes only, and only if, your individual account specifically grants you access to those rights.

## II. Prohibited Use

As an authorized user, you agree not to violate the AUP, misuse the Service, help anyone else misuse the Service, or partake in prohibited actions including, but not limited to:

- Allow any unauthorized user to access the Service by sharing your login credentials.
- Impersonate another user or provide false identity information to gain access to or use the Service.
- Probe, scan, or test the vulnerability of the Service.
- Breach or otherwise bypass any security or authentication measures.
- License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third-party the Service or the Content in any way.
- Access, tamper with, or use any areas or parts of the Service you haven't been granted access to.

- Introduce into your computing environment any other software, data or equipment that may have an adverse impact on the Service.
- Interfere with or disrupt any user, host, or network by sending a virus, overloading, flooding, or spamming any part of the Service.
- Violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading.
- Violate the privacy or infringe the rights of others.
- Modify or make derivative works based upon the Service or the Content.
- Reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Service.
- Upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children.
- Copy information from the Service and distribute it to any unauthorized users.
- Overload the Service with data requests so as to impair performance.
- Use automated means to access pages or collect content. You must login as a human being and not as a machine.

Any violation of this AUP, authorizing or helping others violate this AUP, or engaging in any activity that poses a threat to our system and the Service, may result in the suspension or termination of your account and the subscription agreement of your parent organization.

### **III. Consequences of Misuse**

We have the right, at any time, to closely review, suspend, limit or disable the use of the Services if user breaches or otherwise engages in conduct in violation of this AUP.

In addition, we have the right to audit use of the Service and compliance with this AUP from time to time. Any action taken by us under this AUP is made solely within our discretion.