

ADDITIONAL TERMS EXHIBIT: SUBSCRIPTION SERVICES AUP

TERMS AND CONDITIONS

1. This Acceptable Use Policy (AUP) is incorporated by reference in Client's terms for Subscription Services provided by Netrix or its affiliates (the "Services"). Services may be suspended or terminated for violation of this AUP by Client or its users. Capitalized terms used in this AUP shall have the meaning given in the Agreement or as defined below. For purposes of this AUP, "Client" shall include all persons using Client's access to any hosted Services.
2. Abuse: Client may not use the Services or Netrix's network to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:
 - a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
 - b. Monitoring or interference with data or traffic on any network or system without the express authorization of the owner of the system or network;
 - c. Interference with service to any user of Subscription Services or other Netrix network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 - d. Use of an Internet account or computer without the owner's authorization;
 - e. Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
 - f. Collecting or using information without the consent of the owner of the information;
 - g. Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
 - h. Use of the Service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
 - i. Resale of the Subscription Services, unless expressly authorized in a separate written agreement with Netrix or an affiliated company;
 - j. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the services;
 - k. Use of the Service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "add/remove" tool); or
 - l. Any conduct that is likely to expose Netrix or its suppliers to civil or criminal liability, or likely to result in retaliation against the Netrix network or website, or Netrix's employees, officers, members, affiliates or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).
3. Bulk Email: Client may not use a Netrix mail service to send bulk mail. Client may use a dedicated hosted system to send bulk mail, subject to the restrictions in this Acceptable Use Policy.
4. Mail Requirements: Client must comply with the CAN-SPAM Act of 2003 and other US and foreign laws and regulations applicable to bulk or commercial email. In addition, Client bulk and commercial email must meet the following requirements:
 - a. Client's intended recipients have given their consent to receive email from Client via some affirmative means, such as an opt-in procedure;
 - b. Client's procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
 - c. Client shall retain evidence of each recipient's consent in a form that can be promptly produced on request, and Client honor recipient's and Netrix's requests to produce consent evidence within 72 hours of receipt of the request;
 - d. Client shall have procedures in place that allow a recipient to revoke their consent; Client honor revocations of consent within 48 hours, and Client notify recipients that the revocation of their consent will be implemented in 48 hours;
 - e. Client must post an email address for complaints (such as abuse@Clientdomain.com) in a conspicuous place on any website associated with the email, Client must register that address at abuse.net, and Client must promptly respond to messages sent to that address;
 - f. Client must have a privacy policy posted for each domain associated with the mailing;
 - g. Client must clearly identify the message as an advertisement, and must include a valid physical postal address within the text of the message;
 - h. Client shall have the means to track anonymous complaints;
 - i. Client may not obscure the source of Client email in any manner, such as omitting, forging, or misrepresenting message headers or return addresses. Client email must include the recipients email address in the body of the message or in the "TO" line of the email;
 - j. The subject line of the email must clearly describe the subject matter contained in the email, and the message must include valid contact information; and
 - k. Client must not attempt to send any message to an email address if 3 consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.
 - l. These policies apply to messages sent using the Services, and to messages sent from any network by Client or any person on Client's behalf that directly or indirectly refer the recipient to a site or an email address hosted via a Netrix Service. In addition, Client may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by Client.

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5. Netrix may test and otherwise monitor Client's compliance with its requirements. Netrix may block the transmission of email that violates these provisions, and may, at its discretion, require certain customers to seek advance approval for bulk and commercial email, which approval will not be granted unless the customer can demonstrate that all of the above requirements will be met.
6. Unsolicited Communications: Client may not use the Services to send email or any other communications to a person who has indicated that they do not wish to receive it. If the communication is bulk mail, then Client will not be in violation of this section if Client comply with the 48 hour removal requirement described above.
7. Vulnerability Testing: Client may not attempt to probe, scan, penetrate or test the vulnerability of Netrix's or its licensors' or suppliers' systems or networks, or to breach any security or authentication measures related to the same, whether by passive or intrusive techniques, without Netrix's express written consent.
8. Newsgroup, Chat Forums, Other Networks: Client must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which Client participates, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.
9. Client must comply with the rules of any other network Client accesses or participates in using the Services.
10. Offensive or Illegal Content: Client may not publish, transmit or store on or via Netrix's network and equipment any content or links to any content that Netrix reasonably believes:
 - a. Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
 - b. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
 - c. is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - d. is defamatory or violates a person's privacy;
 - e. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
 - f. may be harmful to or interfere with Netrix's or any third party's networks, systems, services, or web sites, which may include, but is not limited to, viruses, worms, password-cracking programs or Trojan horses;
 - g. improperly exposes trade secrets or other confidential or proprietary information of another person;
 - h. is intended to assist others in defeating technical copyright protections;
 - i. infringes on another person's copyright, trade or service mark, patent, or other property right;
 - j. promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
 - k. is otherwise illegal or solicits conduct that is illegal under laws applicable to Client or to Netrix; or
 - l. is otherwise malicious, fraudulent, or may result in retaliation against Netrix by offended viewers or recipients, or is intended to harass or threaten.
11. Content "published or transmitted" via Netrix's network or equipment includes Web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the Internet.
12. Live Events: Client may not use the Services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. Netrix may prohibit Client from streaming other live events where there is a special risk, in Netrix's reasonable discretion, that the event may violate the Offensive Content section above.
13. Copyrighted Material: Client may not use Netrix's network or any Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:
 - a. Client have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
 - b. Client are otherwise permitted by established copyright law to copy the work in that manner.
 - c. It is Netrix's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.
14. Shared Systems: Client may not use any shared system provided by Netrix in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of Netrix Services if it has a negative impact on the mail system, or we may require Client to repair coding abnormalities in Client Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. Client agrees that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data.
15. Other: Client must have valid and current information on file with Client's domain name registrar for any domain hosted on the Netrix network. Client may only use IP addresses assigned to Client by Netrix in connection with the Services. Client agree that if the Netrix IP numbers assigned to Client account are listed on an abuse database like Spamhaus, Client will be in violation of this AUP, and Netrix may take reasonable action to protect its IP numbers, including suspension and/or termination of Client service, regardless of whether the IP numbers were listed as a result of Client actions. Client is responsible for maintaining the confidentiality of its password and account information, as well as the security of its own systems and networks.
16. Client will comply with the provisions of any acceptable use policy provided by Netrix's upstream providers (including, without limitation, telecommunications providers) which is notified to Client.
17. Legal Action: Netrix will comply with all legal actions, including but not limited to subpoenas, court orders and search warrants, and such compliance shall not be a breach by Netrix of any agreements between Netrix and Client or any other party.
18. No credit will be available under a service level guaranty or agreement for interruptions of service resulting from AUP violations. This AUP may be changed at any time without notice and changes are effective when posted.

Last updated 3/2/2017