



Acceptable Use Policy

Last Updated: April 10, 2017

SR Partners, LLC d/b/a National Technology Management (“*NTM*”) has established an Acceptable Use Policy (the “*AUP*”) for the protection of NTM and its customers for use of certain NTM products and services. Please contact NTM at sales@trustntm.com regarding any questions you may have about the AUP, NTM’s products and services, or NTM itself.

In addition to any other agreements that you have with NTM, the following terms and conditions will apply to your use of certain NTM services.

This is an agreement between you and NTM and its employees, officers, affiliates, and assigns regarding your use of NTM’s products and services (the “*NTM Service*” or the “*Services*”) and the provision by NTM of the Services to you. By using the NTM Service, you are consenting to be bound to this AUP.

1. Unlawful or Unacceptable Use of the NTM Service

While NTM does not exercise editorial control over the content of any website, email transmission, or other material created or accessible over or through the Services, you will not use, or permit the use of, the NTM Service for unlawful purposes or for purposes that NTM finds unacceptable in its sole discretion. NTM is a provider of an interactive computing service as set out in the Communications Decency Act, 47 U.S.C. § 230, and expressly reserves its right to not be treated as the publisher or speaker of any information provided by another information content provider on the NTM website or transmitted through the Services. In order to fulfill this obligation, you will not transmit, post, receive, or use the Services to access, in any way, certain material, which includes the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, harmful to minors in any way, or otherwise objectional information, including any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national, or international laws or regulations. Moreover, you will not (i) transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software, or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works of it, without obtaining permission of the copyright owner or right holder; (iii) transmit any bulk email, whether or not solicited; or (iv) transmit any unsolicited bulk email (also known as “spam”). You will indemnify NTM and hold NTM harmless from all claims, damages, losses, and expenses (including attorneys’ fees and expenses) resulting from your use of the Services, regardless whether that use is found to be in violation of any statute, rule, or regulation. **Important Note: If you violate this AUP, NTM will provide as much notice as practicable before your Services being suspended. In the event of a suspension of Services, you will have 30 days to cure the violations of this AUP at the end of which the affected Services may be terminated if failed to cure. If Services are terminated, early termination charges may apply.**

2. Access to Other Networks



Any time you access another network through the Services, you must comply with that network's rules and policies. You will indemnify NTM and hold NTM harmless from all claims, damages, losses, and expenses (including attorneys' fees and expenses) resulting from or allegedly result from your access or use of other networks.

3. Control Over Content

NTM provides access to various forms of content that are available over the Internet. NTM does not screen in advance any specific information available over the Internet. NTM may block or limit access to general categories of content that NTM considers in its sole discretion to be harmful, offensive, or otherwise in violation of this AUP. NTM will not be liable for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By way of the signature of your authorized representative on the Service Order, you acknowledge receiving this warning and will not hold NTM responsible for language, opinions, discussions, or graphics that may be viewed on the Internet. NTM is not required to monitor the Internet or any service offered via the Internet, including a NTM Service; however, you acknowledge that NTM may monitor electronically, on one or more occasions, and disclose any information as NTM in its sole discretion considers necessary to satisfy any law, to operate its Services properly, or to protect itself or its customers.

4. Enforceability

If any part of this AUP is held to be unenforceable, the unenforceable part will be contrasted in accordance with applicable law as nearly as possible to reflect the original intent of the parties, and the remainder of the provisions will remain in full force. Any failure by NTM to insist on or enforce strict performance of any provision of this AUP will not be construed as a waiver of any provision or right. The laws of the state of Michigan—without giving effect to its conflicts of law principles—govern all matters arising out of or relating to this AUP, including its validity, interpretation, construction, performance, and enforcement. Any cause of action you may have with respect to the Services must be begun within one year after the claim or cause of action arises or that claim or cause of action is barred. **You acknowledge that you have read this AUP, understand it, and agree to be bound by it.**

5. Miscellaneous

NTM may take proactive measures and suspend any service or take any other action that it considers necessary, in its reasonable discretion, immediately and without notice, with respect to protecting its customers, network, or the public at large. This includes suspending individual services or blocking traffic from certain network components or users, blocking traffic from a part of or an entire IP subnet, or disallowing services from or to any location across the globe in an attempt to prevent unauthorized access to the NTM network.