



Infrastructure. Anywhere.

# Acceptable Use Policy

## Additional Terms of Service

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This Acceptable Use Policy ("Policy") governs the use of managed IT services ("Services") provided by CPP Associates ("Provider") to its clients ("Client"). By utilizing our Services, you agree to comply with this Policy, which is designed to ensure the security, reliability, and integrity of our systems and the services we provide.

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### 1. Purpose

The purpose of this Policy is to:

- Protect CPP Associates, its Clients, and its infrastructure from misuse and security threats.
  - Ensure compliance with applicable laws and regulations.
  - Provide guidelines for acceptable and prohibited uses of CPP Associates' Services.
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### 2. Definitions

For the purposes of this Policy:

- **"Services"** refers to any managed IT services, software, or tools provided by CPP Associates.
  - **"Malware"** includes viruses, worms, ransomware, and other malicious software.
  - **"Unauthorized Access"** means access to systems, data, or services without proper authorization.
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### 3. Prohibited Activities

Clients are prohibited from using our Services to:

#### 3.1. Legal Violations

- Engage in any activity that violates local, state, national, or international laws or regulations.
- Transmit, store, or distribute material that is unlawful, obscene, defamatory, harassing, abusive, fraudulent, or infringes on intellectual property rights.

#### 3.2. Security Threats



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- Facilitate or participate in unauthorized access, hacking, or exploitation of networks, systems, or services.
- Distribute malicious software, including malware, ransomware, or phishing schemes.

### 3.3. Misuse of Services

- Resell, sublicense, or otherwise transfer the Services to any third party without prior written consent from CPP Associates.
- Use Services in a manner that could harm CPP Associates, its infrastructure, or its reputation.
- Conduct unauthorized network scanning, penetration testing, or denial-of-service attacks.

### 3.4. Resource Abuse

- Overload systems or engage in activities that degrade the performance or availability of the Services for other Clients.
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## 4. Client Responsibilities

### 4.1. Security Measures

- Clients must implement reasonable measures to secure their systems and networks, including safeguarding login credentials.
- Clients are responsible for notifying CPP Associates immediately of any suspected security incidents or breaches involving the Services.

### 4.2. Compliance

- Clients must comply with all applicable laws, statutes, and data protection regulations when using CPP Associates' Services.
- Clients must adhere to the terms of their Master Services Agreement (MSA) or equivalent service contract.

### 4.3. Cooperation

- Clients are required to cooperate with CPP Associates during investigations of suspected violations or security incidents.
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## 5. Intellectual Property

### 5.1. Ownership

- All intellectual property rights in the Services remain with CPP Associates and its licensors.

### 5.2. Restrictions

- Clients shall not copy, modify, distribute, or create derivative works of software, documentation, or other materials provided by CPP Associates unless expressly authorized.
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## 6. Fair Usage

### 6.1. Scope and Limitations

- Clients must use the Services within the agreed scope and limitations defined in their service agreement.

### 6.2. Excessive Consumption

- Excessive consumption of resources or activities that interfere with the normal operation of the Services may result in suspension or termination.
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## 7. Reporting Violations

- Clients are responsible for reporting any violations of this Policy to CPP Associates immediately.
  - CPP Associates reserves the right to investigate any potential violation and take appropriate action.
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## 8. Enforcement

### 8.1. Suspension and Termination

- CPP Associates may suspend or terminate access to the Services for any Client found to be in violation of this Policy.

### 8.2. Notification and Remediation



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- Clients will be notified of violations and provided a reasonable timeframe for remediation, unless immediate action is required.
- Clients may appeal enforcement actions by contacting CPP Associates within 5 business days of receiving notice.

### 8.3. Liability

- Clients may be held liable for damages resulting from violations of this Policy.
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## 9. Third-Party Dependencies

- Clients must comply with any acceptable use policies or terms of third-party vendors whose services are provided by CPP Associates.
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## 10. Liability Disclaimer

CPP Associates is not responsible for any harm caused by a Client's misuse of the Services. The Client assumes full responsibility for their actions and any resulting consequences.

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## 11. Amendments

CPP Associates reserves the right to amend this Policy at any time. Changes will be effective upon posting the updated Policy on our website or as otherwise communicated to Clients.

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## 12. Governing Law

This Policy is governed by the laws of the State of New Jersey, and any disputes shall be resolved in accordance with those laws.

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This Acceptable Use Policy is an integral part of the Master Services Agreement and the Schedule of Services. By using CPP Associates' Services, you acknowledge and agree to comply with this Policy.