

## **Jive Software - Acceptable Use Policy**

Last Updated August 26, 2008

This Acceptable Use Policy ("AUP") describes unacceptable practices and prohibited actions while using any of Jive Software, Inc.'s ("Jive") web site or services, including, without limitation, hosting services. This AUP may be amended at any time and such amendment or termination will be effective at the time Jive posts the revised AUP to its web site. The date of the most recent update of this AUP will be as set forth above.

### **Compliance**

This AUP is intended to protect the users of Jive's website(s) and services and the Internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using the Jive's web site or services, all users are required to comply with this AUP and are expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

Jive makes no guarantee under this AUP regarding, and assumes no liability for, the security and integrity of any data or information that any user stores or transmits via Jive's web site or its hosting services, including any data or information stored or transmitted by any computer designated as "secure." Employees and customers of Jive are responsible for immediately reporting to Jive any issue which could compromise the security or integrity of any user or system.

### **Prohibited Uses**

#### **Illegal Use**

Hosting Services may only be used for lawful purposes. The transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation is prohibited. This includes, without limitation, data or other material which:

- Infringes any copyright, trademark, trade secret, patent or other intellectual property right.

- Constitutes an illegal threat made against any person or organization.

- Violates export control laws or regulations.

- Is obscene, pornographic, indecent, or defamatory.

- Constitutes an attempt to defraud others.

#### **Forgery**

Jive's web site(s) and services may not be used in a manner which purposely alters or forges any user's identity. Users may not engage, without limitation, in the following activities:

- Sending any message or transmitting any electronic communication using a name or address other than user's own for purposes of deception.

- Impersonating someone else by altering user's source IP address or by using forged headers or other identity information.

- Fraudulently concealing, forging or otherwise falsifying user's identity in connection with any use of the Jive web site(s) or services.

## Security

Jive's web site(s) and services may not be used to violate system or network security; such behavior may result in criminal or civil liability. No user may engage, without limitation, in the following activities:

Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.

Engaging in any activities that may interfere with the ability of others to access or use the Jive web site(s), Jive's services or the Internet (i.e., Denial of Service attacks).

Monitoring any data, information or communications on any network or system not owned by user without authorization.

Gaining unauthorized access to the user accounts or passwords of other users of any system.

Attempting to intercept, redirect or otherwise interfere with communications intended for others.

Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

## E-Mail

Jive's web site(s) and services may not be used to distribute electronic mail in an improper or illegal manner. Users may not engage, without limitation, in the following activities:

Transmitting unsolicited mass or commercial e-mail (i.e., spamming) for any purpose.

Enlisting a third party to transmit unsolicited mass or commercial e-mail on the user's behalf.

Collecting responses from unsolicited mass or commercial e-mail, or advertising any website or the user's identity in such e-mail.

Transmitting a large amount of e-mail to a recipient with the intent to disable their system (i.e., mailbombing).

Using another party's electronic mail server to relay e-mail without express permission.

Any e-mail message containing informational or commercial content is considered unsolicited unless it is sent to a recipient who expressly requested receipt of such e-mail via an "opt-in" process. It is each user's responsibility to prove that the recipient explicitly requested inclusion on an e-mail list by direct action, preferably with evidence of confirmation by the recipient (i.e. "double opt-in"). In the absence of positive, verifiable proof to the contrary, Jive will consider a complaint by an e-mail recipient to be de-facto proof that the recipient did not request the e-mail about which a complaint was generated.

## Usenet

Jive's web site(s) and services may not be used to violate the guidelines or restrictions imposed by the charter of any newsgroup. No user may engage, without limitation, in the following activities:

Posting any commercial message or advertisement, unless permitted by the charter of the newsgroup.

Cross-posting a message to unrelated newsgroups or to any newsgroups where the post does not meet that newsgroup's charter.

Repetitious posting of off-topic or disruptive messages, unless specifically invited by the charter of the newsgroup.

### Cooperation with Investigations

Jive will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to any user or any third party for any actions taken in connection with such cooperation. Employees and customers of Jive (including users of Jive's web site(s)) are responsible for providing assistance to Jive in such investigations as needed.

### Notification of Violation

If any user becomes aware of any violation of this AUP by any person, including downstream customers, user, or third parties, Jive requires that you notify it immediately.