



## **Managed Services General Terms & Conditions**

### **1.1 Services**

IT Weapons, a division of Konica Minolta Business Solutions (Canada) Ltd. (herein known as "ITW") agrees to provide the "Client" with "Services" as defined in a Service Agreement to be made pursuant to this Master Agreement (this "Agreement"). In cases of conflict or discrepancy between this Agreement and a Service Agreement, the Service Agreement shall apply/govern.

### **1.2 Charges and Payment**

ITW will bill the Client for, and the Client shall pay, all charges invoiced pursuant to the Services and all applicable taxes. Additions to the Services effective after the first of the month will be invoiced on a prorated basis for that month. Reductions to the Services will require no less than 15 days' notice and will not be effective until the first full month following such notice. Payment in full, without deduction or set off (except for disputed amounts), of the amounts in each bill is due within 30 days of the date of the invoice. The Client shall pay interest on all overdue amounts at the lesser of the rate shown on the bill or at the simple interest rate of 1.5% per month (18% per year). Notwithstanding the foregoing, should the Client disagree with any charges invoiced by ITW, the Client will immediately notify ITW in writing of the disagreement and the parties shall in good faith attempt to resolve the disagreement before the Client is required to pay such charges pursuant to this provision.

#### **1.2.1 Reimbursement of Expenses**

Reasonable and documented out-of-pocket expenses approved in advance by the client will be invoiced at the end of each month and shall be due and payable by the Client to ITW in accordance with Section 2.2 herein.

### **1.3 Ownership of Data**

ITW acknowledges that all legal rights in and to all data, content and reports provided by or on behalf of ITW or its representatives or generated from the Services (collectively, the "Data") is and shall remain the exclusive property of the Client and nothing in this Agreement or any course of conduct between the parties shall be deemed to grant ITW any rights in any portion of the Data. Client shall be entitled to receive a copy of the Data in an agreed standard form, upon request, at any time in consideration for the payment of the reasonable cost of the media and the time reasonably required to export the Data to such media.

## 1.4 Representations and Warranties

ITW to the best of its knowledge hereby represents and warrants to the Client that:

- a. the Services do not knowingly infringe upon any third party's intellectual property rights;
- b. the Services will conform with its applicable requirements and specifications or as mutually agreed to by the parties in writing;
- c. the Services will be performed by it with due care, skill and diligence in accordance with best industry practice and in compliance with applicable law;
- d. ITW's personnel shall be properly educated, trained and fully qualified for the Services they are to perform;
- e. all ITW technical personnel have undergone background and criminal checks similar to those performed on ITW's other employees.
- f. while ITW personnel are on Client's premises, ITW shall use reasonable efforts to make sure they comply with all applicable rules, regulations and policies, including such matters as working hours and Client's security measures, of which they have been notified by Client in writing.

## 1.5 Client's Responsibilities

### 1.5.1 The Client shall:

- a. Client-supplied software must be genuine, licensed and vendor-supported otherwise ITW support will be based on reasonable efforts and ITW shall make no representations or warranties of the Services and support in these circumstances;
- b. All hardware owned by the Client that is to be managed by ITW must have a current and valid warranty otherwise ITW support will be based on reasonable efforts and ITW shall make no representations or warranties of the Services and support in these circumstances;
- c. Client agrees to assign one or two employees to be the liaison or contact person to ITW in order to make communications between both parties effective and will advise ITW in writing as to the identity and contact information of said contact persons. Only these contacts will have the authority to make changes to the Client environment;
- d. For Client premise device support:
  - i. ITW must be provided with remote access to covered equipment
  - ii. ITW must be provided with convenient and timely access to the equipment covered under the Service Agreement and access to and use of all information, internal resources, and facilities reasonably necessary to service the equipment

**1.5.2 The Client shall not intentionally:**

- a. tamper with or change the Services or any Service Components except as directed or performed by ITW or its representatives;
- b. abuse the Services or use them in a manner that intentionally interferes with any Service Components, ITW's network, or the use of ITW services by other persons, or in a manner that intentionally avoids the payment of any charges;
- c. use the Services in violation of any government law, bylaw, or regulation applicable to Client.

**1.6 Excluded Services**

Client understands and agrees that services required to recover from failures and/or incidents caused by any of the following circumstances are not considered normal maintenance and are not covered under the Services:

- a. service and repair made necessary by the alteration or modification of equipment other than authorized by seller or manufacturer or performed by ITW or its agents;
- b. service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for purpose other than which it was designed, by the Client, its employees, or third-party contractors excluding ITW or its agents.
- c. Service and/or repair as a result of the Client breaching the provisions or not meeting the requirements contained in Section 2.5.2 herein.

**1.7 Third-Party Pass-Through Provisions**

(i) IT Weapons may pass through to Client any fee increases or other terms mandated by third-party licensors whose products or services are directly licensed to Client by IT Weapons - such increases or terms may be effective immediately; (ii) If Client terminates a third-party software license subscription or moves to a different service provider before the end of the license term, Client shall still be obligated to pay all license fees to IT Weapons through the end of the license term; (iii) Where service fees are based in part on Client's usage of a product or service and the usage is measured by the third-party licensor and used by IT Weapons to generate Client's monthly invoice, the invoice amount may therefore change from month to month based on Client's usage.

**1.8 Microsoft Licensed Software**



Client is required to purchase and maintain Microsoft Software Assurance for certain Microsoft licensed software that Client will bring to virtual servers hosted in the ITW's private cloud. Client is required to provide ITW proof of appropriate and active Microsoft Software Assurance licensing in accordance with Outsource Software Management (Flexible Virtualization Benefit) requirements. Client agrees to assist ITW in auditing the use of Microsoft licensed software in use by Client in specifically the hosted non-physically dedicated environment to establish compliance with Microsoft reporting requirements if necessary. Client agrees to pay additional software licensing determined to be or to have been in use by Client while a Client of ITW if required. Client acknowledges and understands that ITW's provisioning of Microsoft licensed software not provided by ITW is at all times subject to the provisions of the [Microsoft End User License Terms](#). Client agrees to be bound by and abide by the terms and provisions contained in the End User License Terms. ITW may suspend or terminate Client's utilization or deployment of the Microsoft licensed software immediately if Client fails to abide by the End User License Terms.

### **1.9 Indemnity and Limitation of Liability**

ITW shall indemnify, defend and hold harmless the Client and its officers, directors and employees ("Indemnitees") from and against all Liabilities of any kind whatsoever to the extent based upon or arising out of, in whole or in part, (a) the breach of this Agreement by, or the gross negligence or willful misconduct of, ITW or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement, or (b) any claim that the use or receipt by the Client of the Services (in each case, whether separately or together in combination) or the performance by ITW of its obligations hereunder infringe upon any intellectual property right or contractual right of any person.

The Client shall indemnify ITW for, and save ITW harmless from and against, all charges, losses, costs, liabilities and damages ("Liabilities") of any kind whatsoever related to the use of the Services by the Client or any person authorized by the Client to use Services, including the manner in which the Services are used and the Client's data, equipment and software (if any) used with the Services, but not including any Liabilities caused or contributed to by ITW and its representatives however arising. The Client shall indemnify ITW for, and save ITW harmless from and against, all charges, losses, costs, liabilities and damages ("Liabilities") of any kind whatsoever as a result of the Client breaching the provisions or not meeting the requirements contained in Section 2.5.2 herein.

Except for the obligations of indemnity in this Agreement, neither party (nor its suppliers or Clients) shall be liable to the other party for any damages for loss of profits or business, loss or



damage to data or failure to realize expected savings, or for any punitive, consequential, incidental or indirect damages, related to the use of or inability to use the Services, even if the party could reasonably foresee or has been advised of the possibility of such damages.

The aggregate liability of either party and its Affiliates to the other party relating to or arising out of this Agreement, whether in contract, tort or otherwise, shall not exceed the lesser of the total charges paid or payable by the Client for the Services in question during the one-year period immediately preceding the event which gave rise to the claims.

### **1.10 Obligations of Insurance**

ITW shall maintain, at its expense and throughout the Term, insurance to cover any claims, actions, charges, losses, costs, liabilities and damages which may arise out of or relate to its obligations under this Agreement, the Services, ITW's network and any Service Components, and will provide evidence of such insurance upon request.

### **1.11 Property Rights**

Title to, ownership of and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the Services ("Service Components") shall be and remain with ITW, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement or Service Agreement, this Agreement does not grant to the Client any intellectual property or other rights or licenses in or to any Services.

### **1.12 Equipment**

Client acknowledges that any equipment provided by ITW to Client in connection with the Services, (the "ITW Equipment"), may be owned by ITW, may be owned by a third party (an "Owner"), or may be owned by ITW with a security interest retained by a third party (a "Secured Party"). Client agrees that all ITW Equipment will remain the sole property of ITW or the Owner or the Secured Owner. Client will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc. to the ITW Equipment without written permission of ITW.

Client agrees to make all diligent, logical and earnest attempts to keep ITW Equipment safe, secure and protected while in their possession. Client agrees to keep current insurance on ITW Equipment while in their possession and at the written request of ITW, list ITW as an additional loss payee. Client further agrees to be responsible for any and all costs for the repair or replacement of ITW Equipment while in their possession should it be damaged or repaired by an unauthorized third party.



Should this Agreement be terminated by either party, Client agrees to return the equipment owned by ITW. After a thirty (30) day grace period the Client gives permission to ITW, Owner, or Secured Party to enter the Client premises with permission and remove all of the ITW Equipment.

### **1.13 Maintenance**

ITW may perform scheduled maintenance for the Client on-premise equipment as agreed upon by the Client and ITW. Public cloud vendors may perform maintenance for the Client infrastructure when scheduled by the vendor as communicated by ITW. ITW may perform maintenance at the ITW Data Centre when scheduled by ITW, or at other times advised by ITW. ITW will provide the Client at least 96 hours' written notice of all such maintenance. ITW and public cloud vendors may require emergency maintenance windows to pre-emptively avert possible critical problems. There is no scheduled time for emergency maintenance; however, the Client will be notified of any anticipated disruption to the Services arising from such maintenance.

### **1.14 Non-Solicitation of Employees**

Both Parties acknowledge the importance of the business carried out by each other and the employee relationships developed by them and the unique access available to each other to interfere with these relationships. Accordingly, both Parties agree they will not, directly or indirectly, during the period of their relationship with each other and for a period of twelve (12) months thereafter: encourage, solicit or attempt to induce (or assist any person to encourage, solicit or attempt to induce) any person who was in the employ of, or under contract with the other Party to terminate his or her employment or contractual relationship. This provision shall not apply to any general recruiting or advertisement conducted by the either Party provided that they do not use such general recruiting activities to intentionally target each others' employees.

### **1.15 Confidentiality**

- a. Each Party acknowledges that it may, in the course of the Services, have access to or acquire information that is proprietary to or confidential to the other Party or its Affiliates companies or their clients or to third parties to whom the other Party owes a duty of confidentiality. Any and all such non-public information in any form obtained by either Party or its employees, agents, or sub-contractors (collectively, the "Receiving Party") in the performance of this Agreement including the Proprietary Information (as defined in in this section below) (collectively, the "Confidential Information") shall be deemed to be

confidential and proprietary information of the Party from which or in respect of which it was obtained (the “Disclosing Party”). The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose such information to third parties or use such information for any purposes whatsoever other than as reasonably required for the provision of the Services to Client and shall advise each of its employees, agents and sub-contractors who may be exposed to the Confidential Information of their obligations to keep such information confidential.

- b. If the Receiving Party is required to disclose all or any part of the Confidential Information under an order or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Receiving Party shall immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such requirement and if disclosure of the Confidential Information is required or deemed advisable, use reasonable efforts to obtain from such court, agency or body an order, stipulation or other reliable assurance acceptable to the Disclosing Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. The Disclosing Party shall indemnify and keep indemnified the Receiving Party in full on demand from and against any and all legal fees, costs and expenses incurred in the Receiving Party's effort to comply with this provision.
- c. Client's Confidential Information shall include but is not limited to all of Client's data and metadata, storage, files, production and testing, mapping, infrastructure and network configurations and any and all technical information required to transition to a new supplier or generated by ITW in the course of providing transition assistance to Client. Transition arrangements shall include transfers of licences and contracts owned by Client.
- d. Notwithstanding the foregoing provisions of this Section 2.13, no obligations of confidentiality shall exist in respect of information which:
  - i. is at the date of this Agreement in, or at any time thereafter comes into, the public domain other than through a breach of this Agreement by the Receiving Party; or
  - ii. can be shown by the Receiving Party to have been known to the Receiving Party prior to its being obtained or being disclosed to it by the Disclosing Party; or
  - iii. subsequently comes into the possession of the Receiving Party from a third party that has a lawful right to disclose such information without restriction; or
  - iv. the Receiving Party has written authority from the Disclosing Party to disclose.
- e. Neither Party shall make any public disclosure relating to this Agreement or the subject matter of this Agreement without the prior written agreement of the other Party.

## **1.16 Privacy**

“Personal Information” means personal information about an identifiable individual, such as name, address, driver’s license number, date of birth, etc.

“Privacy Laws” means all federal, provincial, state, municipal or other applicable statutes, laws or regulations of any governmental or regulatory authority in any jurisdiction governing the handling of Personal Information, including the Personal Information and Protection of Electronic Documents Act (Canada), Health Insurance Portability and Accountability Act (United States) and equivalent federal, state, provincial and foreign legislation as such legislation may be amended, superseded or otherwise modified from time to time.

Receipt of Personal Information. ITW agrees that, in connection with this Agreement, it may receive Personal Information from the Client. ITW agrees that all such Personal Information shall only be used, shared, transmitted, disclosed, collected, held and/or stored for such purposes as are necessary to discharge, complete and/or fulfill ITW’s obligations under this Agreement or a Service Agreement, but in no event shall ITW use, share, transmit, disclose, collect, hold and/or store Personal Information in violation of any Privacy Law.

Compliance with Privacy Laws. ITW and its subcontractors shall at all times comply with the requirements of all applicable Privacy Laws with respect to the collection, use and disclosure of Personal Information in connection with ITW's performance of its obligations under this Agreement and/or a Service Agreement and ITW shall, upon request from the Client as a result of a complaint of non-compliance, confirm and cause its subcontractors to confirm in writing compliance with the foregoing requirements.

Request for Access to Personal Information. If ITW receives a request for access to any Personal Information, ITW shall immediately refer such request to the Client. If not legally prohibited from doing so, ITW shall notify the Client of any subpoena, warrant, order, demand, requirement or request made by any governmental authority outside of Canada for the disclosure of Personal Information, and, to the maximum extent permitted by applicable law, oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request.

Subject Individual Access Rights. In the event ITW holds Personal Information on behalf of the Client that is not also held by the Client, ITW shall permit the individual to which such Personal Information pertains to inspect, access, copy and/or update such Personal Information in accordance with applicable Privacy Laws. For the avoidance of doubt, if both the Client and ITW hold the applicable Personal Information, the Client, rather than ITW, shall be responsible for the foregoing.



Notification. ITW shall immediately notify the Client if ITW receives notice from any governmental authority alleging that ITW or its subcontractors has failed to comply with any Privacy Laws in connection with the performance of this Agreement or a Service Agreement, or if ITW otherwise becomes aware that ITW or any of its subcontractors may have failed or may in the future fail to comply with any Privacy Laws in connection with the performance of this Agreement or a Service Agreement.

ITW shall immediately notify the Client of any breach, actual or suspected, of the obligations in this Section 2.14. In such an event, ITW shall provide the Client with all information reasonably requested including any information necessary for the Client to comply with its notification obligations under applicable Privacy Laws.

### **1.17 Suspension and Termination**

- a. ITW may, in its sole discretion, restrict, suspend or terminate some or all of the Services or terminate this Agreement if the Client fails to pay any amounts due under this Agreement subject to the following:
  - i. If the Client fails to pay any amounts due under this Agreement, a reminder will be communicated electronically within 15 days. The Client will have 15 days to get the account current. If the Client cannot do so, and an acceptable payment plan cannot be agreed upon, ITW will provide formal notice (orally and written) that ITW may restrict, or suspend some or all of the Services, or to terminate the agreement, after 30 days from such notice.
- b. Client shall be required to provide 30 days notice in writing to ITW of its intention to terminate this Agreement if ITW fails to provide Services under this Agreement following which ITW shall be afforded the opportunity during the said 30 days' notice to remedy the failure and/or to provide such Services to the Client. If ITW is unable to resolve the matter within such 30 days, the Client shall be entitled to terminate some or all of the Services or the Agreement. Further, if ITW fails to provide the Services at least three (3) times during the Term of this Agreement and the Client has advised ITW in writing of the particulars of each such failure, the Client shall be entitled to terminate this Agreement immediately upon written notice to ITW. All services required for an appropriate removal of any ITW Services will be billable to Client.
- c. For Acceptable Use violations hereto attached as Appendix A, ITW, in its sole discretion, may also restrict, suspend or terminate some or all of the Services immediately with or without oral and written notice to the Client (per ITW discretion) provided that ITW will provide notice to Client of its intention to restrict or suspend as soon as possible in advance,

where permitted by law and such restriction or suspension will be only to the extent required for any of the following:

- i. to prevent damage or degradation to ITW's network or any Service Components that may be caused by the Client or any person using the Services;
  - ii. to comply with any law, regulation, court order or other governmental request or order;
  - iii. for a violation (as deemed by ITW in its sole discretion) of any provisions within any ITW agreement relating to the use or misuse of the Services by the Client, including any policies or instructions communicated to the Client by ITW; or
  - iv. to protect ITW from legal liability or from other acts or omissions of the Client that may be deemed, in ITW's sole discretion, to be illegal.
- d. In addition to ITW's rights above, either ITW or the Client may immediately terminate this Agreement and the Services by giving written notice if the other:
- i. is in material default of any provision of this Agreement and is unable to cure such default within thirty (30) days of receiving written notice of such default with such written notice containing sufficient particulars of the default;
  - ii. becomes insolvent or bankrupt;
  - iii. appoints, or has appointed for it, a receiver or trustee in bankruptcy;
  - iv. makes an assignment or takes any other action for the benefit of its creditors;
  - v. has instituted against it any proceeding in bankruptcy, receivership or liquidation.
- e. The Client may terminate without cause some or all of the Services or this Agreement by giving at least 90 days advance written notice to ITW. Termination Charges will apply as per section 2.19 contained herein.
- f. If any Services or this Agreement are terminated prior to the end of the agreed to Term by either the Client or ITW, for any reason, the Client shall pay ITW all unpaid charges and, except for termination resulting from the occurrence by ITW of any of the events set out in subsection (d) above, the Client shall also pay the termination charges specified below, as liquidated damages. The Client acknowledges that the termination charges are to compensate ITW for damages suffered by it as a result of the early termination of the Services of this Agreement and are not a penalty.
- g. A reduction in the quantity of a device for a specific service will not be considered as termination of any of the Services, as long as the device is removed as a result of retirement or a change in architecture approved by both parties. For clarity, reducing the quantity of or removing a Service will be deemed a termination if such Service is reduced or removed as a result of the Client moving the Service to another vendor or performing the Service themselves.

- h. Client shall be entitled at any time prior to or after termination of this Agreement enter the premises of ITW or its suppliers for Client to remove any or all equipment and other materials of Client, and ITW shall provide reasonable assistance to Client regarding such removal.

### **1.18 Termination Assistance**

On termination of this Agreement or Service Agreement or expiry of the Term of the Service Agreement, however and whenever occurring, ITW shall provide termination assistance, which termination assistance shall be billed to and payable by the Client to ITW in the same manner as the Services are billed herein at rates attached to the Service Agreement, to the Client. Such termination assistance services shall include the ongoing provision of the Services and the payment of same by the Client in accordance with the terms and conditions governing such Services immediately prior to the termination of this Agreement or expiration of the Term, as applicable. If the Client requests additional termination assistance services which are beyond the scope of the Services provided by ITW at such time: (i) the parties shall develop a mutually agreeable termination plan in writing, and (ii) ITW shall provide such additional termination assistance services at the rates set out in the rates attached to the Service Agreement.

### **1.19 Termination Charge**

The Termination Charge payable by the Client for termination of any Services prior to the end of the agreed to Term will be outlined in the applicable Service Agreement.

### **1.20 Interpretation**

The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words “including” and “includes” mean “including without limitation” and “includes without limitation”. An “Affiliate” means an affiliated body corporate as defined in the Canada Business Corporations Act.

### **1.21 Assignment**

The Client shall not assign all or any part of this Agreement without the prior written consent of ITW – not to be unreasonably withheld. ITW may withhold its consent to a proposed assignment by the Client to a person who is in the business of providing information technology, telecommunications or IT/Telco-related products or services. ITW may not assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to and consent of the Client.

## **1.22 Relationship**

This Agreement does not create or imply any agency, partnership, master-servant, or other joint venture relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

## **1.23 Force Majeure**

Neither party is responsible for performance of, or in default of, any obligation or provision of this Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond its reasonable control.

## **1.24 Severability**

If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.

## **1.25 No Waiver**

The failure of the Client or ITW to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, shall not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon a party, any such waiver must be expressed and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative.

## **1.26 Survival**

Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

## **1.27 Applicable Law**

ITW and the Client shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement shall be subject to and interpreted in accordance with the Laws of Ontario and, if applicable, the federal law of Canada and the laws of the province in the Client's billing address, without regard to that province's choice of law rules. Venue and jurisdiction shall be in such province.



## **1.28 Notices**

All notices necessary under this Agreement shall be given in writing, either personally delivered, or sent by registered mail or facsimile or email to the Client at its billing address in the Service Agreement and to IT Weapons at 5875 Explorer Drive, Mississauga ON L4W 0E1, Fax: 905-494-3000, Email: Legal.Notice@itweapons.com. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

## **1.29 Entire Agreement**

Any terms and conditions in a purchase order or other similar document issued by the Client in relation to any Services that are different from or in addition to those in this Agreement are not binding on and are rejected by ITW unless agreed to in writing by both parties. This Agreement, along with the Service Agreement(s), forms the entire agreement between the parties, and supersedes all prior written and oral communications and agreements between the parties, concerning the Services. All changes to this Agreement must be agreed to in writing and signed by both parties.

## APPENDIX A: Acceptable Use Policy

This Acceptable Use Policy (“Policy”) defines activities and content pertaining to ITW’s services that are prohibited. ITW may make reasonable modifications to this Policy from time to time upon prior written notice, provided such modifications are of general application to all of ITW’s clients. Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to ITW. In the event of any breach or alleged breach of any of the Client’s warranties, Client shall have 30 days to cure such breach. In addition to any other remedies available at law or in equity, ITW shall have the right, in its sole discretion, to suspend performance of any Services.

Prohibited uses means using the service or permitting others to use the service in a manner that, in ITW’s reasonable judgment, is a use of the service:

1. to commit a tortuous or otherwise wrongful act, including, without limitation, the posting or communication of libelous, defamatory, scandalous, threatening, harassing, or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress, whether through content, frequency, or size;
2. to post or send any content that is obscene, pornographic, lewd, lascivious, or excessively violent;
3. to advocate, promote, or otherwise encourage violence against any government, organization, group, individual or property, or to provide instruction, information, or assistance in causing or carrying out such violence;
4. to violate the terms of applicable software licensing agreements;
5. to obtain or attempt to obtain unauthorized access, such as attempting to circumvent or circumventing any authentication or other security feature of any system, network, or account. This includes accessing data not intended for the user, logging into a server or account the user is not authorized to access, or probing the security of any system, network, or account;
6. to interfere or attempt to interfere with service to any user, host, or network by use of any program, script, command, or otherwise. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service or to burden excessively a service’s resources, and attempts to “crash” a host;
7. to introduce e.g.: worms, harmful code and/or Trojan horses;
8. forging of any TCP-IP packet header or any part of the header, sender, or other identification information in an email for the purposes of deception;



9. failing to comply with ITW's facility access procedures relating to the acceptable conduct of Clients in the ITW Data Centre;
10. to send or post unsolicited messages or e-mail, whether commercial or not, a) to any recipients who have requested that messages not be sent to them, or b) to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;
11. to hold IT Weapons, its affiliates, officers, employees and/or shareholders up to public scorn or ridicule;
12. to resell ITW's services, in whole or in part, to any entity or individual, without ITW's prior written consent, or to misrepresent your relationship with ITW.