

## 4.10 Acceptable Use Policy [L.34.4.10]

The offeror shall submit its response to Section H.35, Acceptable Use Policy. [L.34.4.10]

The selection of whether to have an Acceptable Use Policy (AUP) is indicated by checking one of the two blocks below, indicating that either no Acceptable Use Policy applies or the AUP below applies. In either instance, no other AUP or reference to a differing AUP will take precedence to this clause.

No Acceptable Use Policy applies.

The following Acceptable Use Policy applies:

This Acceptable Use Policy (AUP) shall prevail over the terms of any other AUP used by the Contractor or any of its subcontractors, suppliers or teaming partners. Any inconsistency between this AUP and any Government requirements in the Contract shall be resolved by giving precedence to the Government requirements in the Contract. This AUP may only be changed through contract modification.

### **Legitimate Government Use**

This AUP does not limit the ability of Customers to carry out legal operations pursuant to their regulatory, law-enforcement, or national defense responsibilities.

### **Prohibited Actions**

Services provided under this contract may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Interference with the use of the Contractor's network or the Internet, or use of services provided under the contract that results in the publication of threatening or offensive material, the distribution of forged or unsolicited e-mails ("spam") or other E-mail/Usenet abuse, or use that presents security or privacy risks for other than valid Government requirements is prohibited.

### **Unlawful Activities**

Customers may not use the services provided under the Contract in criminal or civil violation of any applicable local, state, or federal law, treaty, court order, ordinance, regulation or administrative rule.

### **Intellectual Property**

Pursuant to 28 U.S.C. 1498, the exclusive action which may be brought for Government use of the Contractor's Service to transmit, re-transmit, or store any content or to engage in any activity that infringes the intellectual property rights of any individual, group or entity is an action by the intellectual property owner against the United States in the United States Court of Federal Claims.

### **Threatening or Offensive Material or Content**

Except as required in connection with the execution of lawful, duly authorized Government operations, Customers may not use the services provided under the Contract to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, pornographic, hateful, malicious, racist, defamatory, libelous, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to the Contractor's network or to the network of any other service provider under this Contract.

### **E-mail Abuse**

Except as required in connection with the execution of lawful, duly authorized Government operations, Customers may not use the services provided under this Contract to send or facilitate the sending of forged or unsolicited e-mail messages, including the sending of "junk e-mail" or other advertising material to individuals who did not specifically request such material ("e-mail spam").

### **Security Violations**

Except as required in connection with the execution of lawful, duly authorized Government operations, Customers may not use the services provided under the contract to interfere with, to gain unauthorized access to or to otherwise violate the security of the Contractor's or another's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing.

### **Customer Responsibilities**

Customers remain solely and fully responsible for their Content and for their use of the services provided under the Contract only for legitimate Government requirements and operations.

### **Suspension of Service**

The Contractor shall provide the Agency DAR Administrator (or other official designated by the Agency) with written notice and detailed explanation via e-mail or otherwise of an AUP violation so that such violation may be corrected

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without impact on service. In the event these steps are not successful, the Contractor may, only to the extent necessary to prevent the continued violation of the AUP, suspend the service. Said suspension shall be effective no earlier than five (5) business days after the Government has acknowledged receipt of the written notice of an AUP violation. The Government is deemed to have received notice twenty-four (24) hours after written notice has been sent via confirmed fax or e-mail.

Notwithstanding the foregoing, the Contractor may, 24 hours after the Agency DAR Administrator (or other official designated by the Agency) has acknowledged receipt of the Contractor's written notice and detailed explanation, suspend service only to the extent necessary to prevent a violation of this AUP from causing imminent (1) exposure of the Contractor or underlying service providers to criminal sanctions or prosecution, (2) significant irreparable harm to or significant interference with the integrity or normal operations or security of the Contractor's network or networks with which the Contractor is interconnected or significant interference with another Customer's use of the contractor services or the Internet; (3) significant irreparable harm to the Contractor, underlying service providers or the Contractor's Customers or their respective employees. The Government is deemed to have received notice twenty-four (24) hours after written notice has been sent via confirmed fax or e-mail.

The Contractor may act immediately and without prior notice to suspend service only to the extent necessary to respond to a federal or state government order or mandate that certain conduct must be stopped. In such instance, the Contractor shall provide written notice and detailed explanation to the COTR, GSA ACO, and the impacted Agency DAR Administrator (or other official designated by the Agency) within 30 minutes of its receipt of the court or other Government order mandating service suspension.

Under no circumstances may the contractor suspend service without notice.

Any suspension shall be only for the time necessary for steps to be taken that will reasonably prevent the violation from continuing or reoccurring.

Under no circumstances may the contractor unilaterally terminate service. [H.35]

Whether system-generated or otherwise, AT&T will not apply an Acceptable Use Policy to services provided under this Contract, in accordance with Section H.35 of the Government's Networx Universal Request for Proposal.