

Jama Software - Acceptable Use Policy

Last Updated May 25, 2010

This Acceptable Use Policy ("AUP") encourages the responsible use of the web sites (the "Sites") made available by Jama Software, Inc. and/or its affiliated companies and subsidiaries (collectively, "Jama" "us" or "we"), and any features and functionality made available through the Sites including without limitation hosting services (collectively, the "Services"). This AUP is incorporated by reference into the Terms of Use for the Sites. The purpose of this AUP is to delineate the type of actions and content that are contrary to our mission and philosophies as well as to ensure that your use of our Sites and Services is in compliance with applicable laws, rules and regulations.

This AUP may be amended at any time and such amendment or termination will be effective at the time Jama posts the revised AUP to its Sites. You must review this AUP on a regular basis and remain in compliance at all times.

Compliance

This AUP is intended to protect the Sites and Services, employees and customers of Jama, and any authorized end users of the Sites and Services from improper, inappropriate, abusive or illegal activity. When using Sites the Services, you 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.

Jama makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information you store or transmit via the Sites, Services or the Internet, including any data or information stored or transmitted by any computer designated as "secure." Employees and customers of Jama and any authorized end users of the Sites are responsible for immediately reporting to Jama any issue which could compromise the security or integrity of any user or system taking part in the Services or otherwise using the Sites.

Prohibited Uses

Illegal Use

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

Our Sites and Services may not be used in a manner which purposely alters or forges your identity. You may not engage, without limitation, in the following activities:

- Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception.
- Impersonating someone else by altering your source IP address or by using forged headers or other identity information.
- Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Sites or Services.

Security

Sites and Services may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not 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 Sites, Services or the Internet (i.e., Denial of Service attacks).
- Monitoring any data, information or communications on any network or system not owned by you 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

Our Sites and Services may not be used to distribute electronic mail in an improper or illegal manner. You 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 your behalf.
- Collecting responses from unsolicited mass or commercial e-mail, or advertising your web site or your 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 your 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, Jama 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

Our Sites and Services may not be used to violate the guidelines or restrictions imposed by the charter of any newsgroup. You may not 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

Jama 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 you or any third party for any actions taken in connection with such cooperation. Employees and customers of Jama and all end users of the Sites and Services are responsible for providing assistance to Jama in such investigations as needed.

Notification of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end users or third parties, you must immediately notify us via e-mail at info@jamasoftware.com, or through your designated Account Manager at Jama.