



Marcum Cloud Hosting Service

Acceptable Use Policy

DEFINITIONS

“MARCUM” means MARCUM LLP, MARCUM Technology LLC, MARCUM Search LLC, their Affiliates and their respective members, partners, officers, employees, and agents.

“TECHNOLOGY ASSETS” means Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, servers, laptops, software, operating systems, storage media, data, network accounts, network logs, email systems, internet browsing, Internet traffic, FTP or any other electronic devices or electronic means of communication.

“AUTHORIZED USER” means any individual, including partners, principals, employees, seasonal or temporary employees, interns, contractors, subcontractors, consultants, or clients in each case working for or on behalf of MARCUM or a MARCUM Client with a valid service agreement to access or use TECHNOLOGY ASSETS.

“PERSONAL AND CONFIDENTIAL INFORMATION” means [first name and last name or first initial and last name in combination with any one or more of the following data elements: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a customer's financial account]; provided, however, that " PERSONAL AND CONFIDENTIAL INFORMATION " shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

“THIRD-PARTY SERVICE PROVIDER” means any company or individual engaged by MARCUM to provide any product or service including but not limited to hardware, software, and consulting services.

“SECURITY BREACH” means the unauthorized acquisition or unauthorized use of PERSONAL AND CONFIDENTIAL INFORMATION as determined by MARCUM after evaluation and review by qualified security professionals, consultation with counsel and determination by MARCUM's General Counsel that notification is required by law. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a SECURITY BREACH unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

PURPOSE

This policy will define the requirements for Marcum's cloud-based hosting services provided to access accounting systems through Citrix. By using the services, you agree to comply with this Marcum Cloud AUP and to remain responsible for your company's users, where applicable.

SCOPE

This policy applies to all Marcum computer systems, with a target audience of Marcum Cloud hosting services.

POLICY

GENERAL USE

Authorized Use: Users shall access the service using only their own login credentials and shall not share such credentials with any unauthorized users.

Account Security: Users are responsible for maintaining the security of their accounts and passwords. Any use of the account by an unauthorized person should be reported immediately.



Data Protection: Users must respect the integrity and confidentiality of the data they access and adhere to all applicable laws and regulations concerning data protection and privacy.

Lawful Purposes: These services must be used for lawful purposes only. Users shall not use the services to engage in any illegal activities or to violate any laws, regulations, or other government requirements.

SYSTEM AND NETWORK SECURITY

Resource Usage: Users must not consume excessive amounts of system resources or engage in activities that disrupt the services or performance for other users.

Unauthorized Access: Attempting unauthorized access to any systems, networks, or data is prohibited.

Malicious Activities: Users must not create, distribute, or enable malware, viruses, or any other malicious code.

CONTENT RESTRICTIONS

Prohibited Content: Users may not host, distribute, or transmit any content that is illegal, threatening, abusive, harassing, defamatory, obscene, or that infringes on the rights of others.

Intellectual Property: Users must respect all intellectual property rights and not engage in or facilitate the infringement or unauthorized use of proprietary information.

EMAIL AND COMMUNICATIONS

Spamming: Sending unsolicited bulk or commercial messages ("spam") over the Internet using the services or using the services for activities that facilitate spamming is prohibited.

Forgery or Impersonation: Adding, removing, or modifying network header information to deceive or mislead is prohibited. Impersonating any person or entity or engaging in sender address falsification is not allowed.

ADDITIONAL USE PROVISIONS

Document Storage: Users are prohibited from storing any electronic documents, including but not limited to personal files, images, and videos, on the cloud-based hosting servers. All additional documents should be stored on the user's local machine or other authorized storage solutions provided by their organization. The hosting service is solely for accessing and operating the accounting systems within the Citrix environment.

Temporary storage of miscellaneous files that may occur in the normal course of business is acceptable, however MARCUM is not responsible for back-up or extended storage of these files, and they may be deleted without notice.

APPROVED THIRD PARTY CONNECTIONS

Third-Party Software: Users are only permitted to use third-party software or services that have been explicitly approved by Marcum. Connections to the service via any non-approved third-party software or services are prohibited.

Compliance with Terms: Any approved third-party software or services must be used in accordance with their respective terms of service, as well as this AUP.

Request for Approval: Users who wish to use third-party software or services in conjunction with our services must submit a request for approval to our support team, providing full details of the third-party services and the intended use case.

Security Assessment: Marcum reserve the right to conduct a security assessment of the third-party software or services to determine its suitability and potential risks before granting approval.



ENFORCEMENT AND CONSENT TO MONITOR

Monitoring: Marcum reserve the right to monitor compliance with this MC-AUP. Users found to be in violation may be subject to service suspension or termination.

Reporting Abuse: Any user who believes there is a violation of this AUP should report it immediately to our support team for investigation.

no longer portray the procedures, tools, and measures in existence. The potential effectiveness of specific procedures at MARCUM is subject to what is permissible by law, inherent limitations, and ever-evolving technology; accordingly, policy changes may occur to address the risks related to each. Furthermore, the projection of any statements included herein, based upon these processes, to future periods is subject to the risk that changes may alter the projection or validity of such statements.

DISCLAIMER

The current description of the Marcum Cloud Hosting Service ACCEPTABLE USE Policy is as of the current Version Date. Any projection of such information to the future is subject to the risk that, because of change, the description may

VERSION/APPROVAL HISTORY

At Marcum Technology, we act as an extended arm of your business that focuses on implementing strategic IT solutions to promote efficiency and productivity.

Our team stays up to date with industry trends and security certifications to develop in-house solutions that meet your needs. We prioritize customer satisfaction and work tirelessly to drive your business forward with a focus on security and efficiency. Get in touch with us today to empower your business with the right technology and team.

VERSION	DESCRIPTION	REVISION DATE	REVIEW DATE	REVIEWER/APPROVER NAME
1.0	Approval	2/15/2024	2/15/2024	Marcum Security Team