



## **Burt Watson Chevrolet, Inc. Information Systems User Agreement**

*Please read this agreement in its entirety. This agreement defines the basic guidelines that you are required to observe as an employee of Burt Watson Chevrolet, Inc. (hereafter referred to as 'Burt Watson') when using company information systems. 'Information Systems' refers to all equipment and computers provided by the company for your use as an employee. Burt Watson believes that this agreement strikes a fair balance between its interests and your needs and expectations. This agreement has been made to protect both the employer and its employees.*

**This agreement**, by and between the employer and you, as an employee:

The Burt Watson internal computer network is connected to the Internet. Everyone with a computer connected to the internal network has the ability to access the Internet, including use of electronic mail and the World Wide Web. While the Internet is a great resource for our organization, it is the responsibility of each employee to use this resource responsibly and respectfully. It is assumed that the predominant use of these resources will be for business use, and that any personal use of email or the Internet will be very limited and that it will never become a priority over work matters.

### **Section 1**

#### **INFORMATION SYSTEM POLICIES**

- 1.1 Monitoring Tools.** Employer routinely monitors usage patterns for its online communications. The reasons for monitoring include leveraging online productivity and as well as for better planning and management of information resources.
- 1.2 Blocking of Internet Access.** Different access and service levels for different types of personnel may be given to employees depending on the nature of the work. Employer reserves the absolute right to block access to certain or all Internet sites if it becomes necessary.
- 1.3 Reasons for Policies.**
- A.** *To collect data for Internet access and to ensure that productivity during work hours stays productive.*
  - B.** *To track and control the flow of traffic.*
  - C.** *To improve capacity planning.*
  - D.** *To decrease network slowdown and keep productivity up.*
  - E.** *To maintain system availability of network bandwidth.*
  - F.** *To reduce cost.*
  - G.** *Access to the system is a privilege.*
  - H.** *Assets including the Internet and information are property of Burt Watson.*

- I. *Setting standards specifications for software and hardware.*

## **Section 2**

### OWNERSHIP OF ELECTRONIC COMMUNICATIONS

**2.1 All Electronic Communications Are Property of Employer.** All messages created, sent, received, or retrieved over the information system are the property of employer, and employees should not assume that communications are completely private and confidential. Although use of network passwords offer protection from access by coworkers, it does not limit the company's access to any email or vmail message or to any document stored on the Local Area Network (LAN). The employer reserves the absolute right to access and monitor all messages and files on the information system without receiving the permission from or advance notice to any employee.

## **Section 3**

### MAINTAINING A HOSPITABLE ENVIRONMENT

**3.1 Maintaining a Hospitable Environment.** To ensure a productive and stable environment, it is not permitted to transmit, retrieve, or store information that is discriminatory or harassing, obscene, pornographic or X-rated, or anything covered in the Anti-Harassment Policy. Burt Watson forbids use of company systems for personal gain or for any other purpose which is illegal, violates company policy, or is contrary to the company's best interests.

## **Section 4**

### NON-DISCRIMINATION

**4.1 Non-Discrimination.** Burt Watson prohibits the transmission of messages with derogatory or inflammatory remarks about a person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information, or marital status.

## **Section 5**

### CONFIDENTIALITY

**5.1 Communication of Messages Disclosing Trade Secrets is Prohibited.** You should recognize that your position with Burt Watson requires considerable responsibility and trust. Relying on your ethical responsibility and undivided loyalty, Burt Watson expects to entrust you with highly sensitive, confidential, restricted, and proprietary information involving Trade Secrets (as defined in Section 5.2). You are legally and ethically responsible for protecting and preserving Burt Watson's proprietary rights. Messages disclosing sensitive, confidential, restricted, non-public, or proprietary information involving Trade Secrets cannot be transmitted over the information systems. Discussion of any internal company affairs on any online system other than by internal mail, chat, news groups, or any other system may also be prohibited.

**5.2 Trade Secrets Defined.** For purposes of this Agreement, “Proprietary Information” and “Trade Secrets” contain information including, but not limited to:

1. *The operation of employer’s business, consisting, for example, and not intending to be inclusive, of its lists or other identifications of clients or prospective clients and corresponding dealer information (and key individuals employed or engaged by such clients or prospective clients), the nature and types of services rendered to such clients (or proposed to be rendered to prospective clients), fee charged or to be charged, proposals, inventions, methodologies, algorithms, formulae, processes, compilations of information, form and content of databases, designs, drawings, models, equipment, results of research proposals, technical or nontechnical data, patterns, programs, devices, techniques, product plans, job notes, reports, records, specifications, software, firmware and procedures used in, or related to, employer’s products;*
2. *Employer’s relations with its employees including, without limitation, salaries, job classifications and skill levels;*
3. *Financial, sales, and marketing data compiled by employer as well as employer’s financial, sales, and marketing plans and strategies, lists of actual or potential customers or suppliers and non-public pricing that derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from their disclosure or use;*
4. *All ideas, concepts, information and written material about a client disclosed to employee by employer, or acquired from a client of employer, and all financial, accounting, statistical, personnel and information of the employer, or said client; and*
5. *Any subjects of efforts that are reasonable under the circumstances to maintain their confidentiality, secrecy, and/or proprietary status.*

## **Section 6**

### MAINTAINING SYSTEM SECURITY

**6.1 Keeping Computers and Network Secure from Viruses.** Unauthorized downloading or uploading of software or files is not allowed in order to prevent viruses from entering computer systems. All software downloaded must be authorized by and registered by the company.

**6.2 Infringement Risk.** Employee stocking of unauthorized software is illegal and is, therefore, strictly prohibited.

**6.3 Software.** Software is not to be taken home to be installed and used for personal use. Burt Watson does not condone the illegal duplication of software. Under applicable copyright law, persons involved in the illegal reproduction of any software can be subject to civil damages (\$150,000 per copy) and criminal penalties including fines and imprisonment.

## **Section 7**

### COPYRIGHT

**7.1 Copyright Infringement.** Copying, downloading, or distributing of any of the copyrighted materials including, but not limited to, messages, email, text files, program files, image files, database files, sound files, and music files through the computer systems is not allowed.

## **Section 8**

### VIOLATIONS

**7.2 Failure to Comply.** Willful violations of this policy may result in disciplinary action up to and including termination.

### ACKNOWLEDGEMENT

As an employee of Burt Watson, I acknowledge that I have received a copy of the Information Systems User Agreement. I hereby accept and agree to abide by the standards set forth in the agreement for the duration of my employment with Burt Watson.

**SIGNED MASTER EMPLOYEE AGREEMENT AND ACKNOWLEDGEMENT FORM WILL BE KEPT ON FILE  
IN THE HUMAN RESOURCES OFFICE**