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**UNITED STATES PROBATION AND PRETRIAL SERVICES OFFICE**

**DISTRICT OF UTAH**

**Computer and Internet Monitoring Program Agreement**



**NAME:** Sullivan, John Earle **CR21-78** **FACTS #:** Client ID

I understand I have been ordered, as a condition of **Pretrial Release Supervision**, to participate in the United States Probation and Pretrial Services Computer and Internet Monitoring Program under:

**APPENDIX A : Computer and Internet Use, as approved**

- 1) I acknowledge I am to comply with all program rules set forth in this appendix and the instructions U.S. Probation and Pretrial Services Office (USPO). I understand that this appendix is, by reference, part of the order setting conditions for my release. I acknowledge I am to comply with its provisions and the instructions of the USPO, failure to do so may be considered a violation of my supervision and may result in an adverse action. I agree to call the USPO if I have any questions about the rules of the program, or if I experience any problems that may hinder my compliance with this program.
- 2) I understand I must complete and provide the CIMP Questionnaire to my supervising officer as directed. I further understand I am to provide the USPO all previous, current, and future internet identifications (i.e. internet email addresses, logon identification, screen names, etc).
- 3) I shall possess and/or access only computer hardware and software (including operating system software) approved by the USPO. I shall obtain permission from the USPO prior to obtaining or accessing any additional computer hardware/software or making any alterations to my system.
- 4) I will not use any system settings, programs, or devices designed to hide, alter or delete records/logs of my computer use, Internet activities or files stored on my assigned computer(s). This includes the use of encryption, virtual machines, steganography, and cache/cookie removal software.
- 5) If the court has not prohibited my use or possession of a computer, I understand that I may only use computer(s) in my home or at my place of employment that have been approved by the USPO. I further understand I am responsible for the content, programs, and data that may be stored or accessed by a computer I am permitted to use

DU  
(05-2015)

- 6) I agree to allow the USPO to inspect, configure, and/or install software/hardware designed to monitor computer activities on any computer I am authorized to use. I understand that the software may record any and all activity on my computer. I further understand that a notice may be placed on the computer at the time of installation to warn others of the existence of the monitoring software on my computer. I agree not to attempt to remove, tamper with, reverse engineer, or in any way circumvent the software/hardware.
- 7) I understand that the USPO may use measures to assist in monitoring compliance with these conditions such as adjusting of my computer, the configuration removal of programs and applications that may interfere with monitoring my compliance, and may apply tamper resistant tape over unused ports as well as seal my computer case.
- 8) I will notify all individuals that have access to my computer system that it is subject to monitoring and/or search/seizure.
- 9) I shall not create or assist directly or indirectly in the creation of any electronic bulletin board, ISP, or any other public or private network without the consent of the USPO. Any approval shall be subject to any condition set by the USPO or the Court with regard to that approval.
- 10) I understand the USPO may determine a program, application, website and/or material may be detrimental to my success in this program and therefore ask the Court to prohibit future access to same.
- 11) I understand that my officer will use telephone calls and unannounced personal visits to monitor my compliance. When I am at home, I agree to promptly answer my telephone and/or door.
- 12) I will provide copies of credit card billing records or other financial records as directed by the USPO to corroborate by use of the internet and purchases of electronic devices subject to the program.
- 13) The USPO utilizes commercially available software applications. While there are no known conflicts or defects in the software Office for any direct, indirect, incidental, special or consequential damage whatsoever including but not limited to loss of revenue or profit, lost or damaged packages, I indicate by my signature below that I accept all responsibility and risk for the computer intake and software installation and use on my computer(s). Further I agree to hold harmless the U.S. Probation data, other personal commercial or economic loss, or warranties voided as a result of computer inspection, search, and/or use of monitoring software.
- 14) All repairs to your authorized computer system must be pre-authorized by the USPO. Documentation indicating repairs done and reason for repairs may be required, and your authorized computer system may be subject to examination by the USPO prior to and after authorized repairs.
- 15) I will not access any computer(s) or online service(s) using someone else's account, name, designation, or alias. I understand I am to only access the Internet on a computer and account reported to and approved by the USPO. Furthermore, I will not utilize any service which conceals, spoofs, or anonymizes my Internet address, or computer use.

DU  
(05-2015)

- 16) I will access email accounts, including web-mail accounts, via approved protocols (i.e. POP, IMAP, SMTP) and approved email clients (i.e. Outlook, Outlook Express).
- 17) I will not download, possess and/or install copyrighted material (for which I do not possess a license), which include but is not limited to protected audio files, video files, software applications, etc., that I did not legitimately purchase or obtain the legal authorization to utilize. Nor shall I download, possess and/or install applications which allow for the circumvention and/or decryption of copyright protection measures.
- 18) I will not purchase, download, possess, utilize, and/or install any unapproved anti-virus, anti-spyware, firewall, internet security applications, file password protection, encryption, cryptography, and/or steganography, including Secure Socket Layer ("SSL") and Virtual Private Networks (VPN) connections.
- 19) I will not view, possess, and/or compose any material that describes or promotes the unauthorized access to computer systems. This includes, but is not limited to, spoofing/defacing web sites, how to launch denial of service attacks, how to gain unauthorized access to information maintained by corporate, government, education computer systems, etc.
- 20) I will not purchase, download, possess, upload, and/or install freeware/shareware/software applications whose primary purpose is to cause damage to other computer systems (i.e. viruses, worms) and/or covertly install remote connection/back door applications not authorized by users of other computer systems (i.e. Trojan Horses (NetBus, Back Orifice)).
- 21) I will not use any freeware/shareware/software application or other device which wipes (secure file deletion) disk space, drives, media, etc. unless approved by the USPO.
- 22) I will not utilize network/internet storage, cloud computing, or other applications/methods which store data to any location other than my approved computer system(s), unless approved by the USPO.
- 23) I will not change or attempt to change, circumvent, or disable any restrictions and/or settings established by the Probation Department and my supervision officer, my Internet Service Provider, monitoring software/hardware, and/or biometric user authentication hardware/software. Nor shall I possess or use removable media (i.e. CD-R 's, DVDs, External Hard Drives, USB flash drives) configured with bootable operating systems or stealth applications.
- 24) I will not change, re-install, or upgrade the current operating system (i.e. Windows, iOS, etc.) on any authorized computer without pre-approval and authorization by USPO. This includes but is not limited to utilizing the "system restore" function available in some operating systems.
- 25) I will not have another individual access the Internet on my behalf to obtain files, access websites, or other information/data which I am restricted from accessing myself.
- 26) Any computer and/or other device which allows Internet access and/or digital media storage within my residence, or otherwise accessible by me, is subject to random examinations/analysis/search by the USPO.

DU  
(05-2015)

Sworn to on the record	2/16/21
Defendant	Date

U.S. Probation Officer	Date
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