

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“Use Policy”) defines responsibilities and prohibited activities pertaining to your (the “Client”) use of the Services (as defined in the Agreement). The examples listed in this Use Policy are not exhaustive. Elemica reserves the right to restrict or terminate Client’s use of the Services for any activities that, in Elemica’s reasonable judgment, violate this Use Policy or the master agreement between Elemica and Client (“Agreement”). Elemica may change this Use Policy from time to time by posting the updated Use Policy on its website at www.elemica.com/legal/aup.

1. Responsibilities.

(a) In General. Client agrees it is responsible for (i) Client’s users’ compliance with the Use Policy and the Agreement; (ii) all activities conducted by itself, or its users, in the Services; (iii) providing to Elemica accurate, current and complete account information and promptly updating this information if it should change; (iv) using commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notifying Elemica promptly of any such unauthorized access or use; and (v) using the Services only in accordance with the Use Policy and Agreement and applicable laws and government regulations.

(b) Passwords; Access. Client agrees it is responsible for the confidentiality of its passwords and other login items. Client shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and shall promptly notify Elemica of any unauthorized access or use of the Services and any loss or theft or unauthorized use of any password, user name and/or account numbers.

2. Prohibited Uses. Client’s use of the Services shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing of the Services.

3. Restrictions. Client shall not, and shall not permit any of its users or a third party to:

(a) Copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof or otherwise attempt to discover any source code or modify the Services in any manner or form without Elemica’s express permission;

(b) Use unauthorized modified versions of the Services, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services;

(c) Use the Services in a manner that: (i) is contrary to applicable law or in violation of any third party rights of privacy; or (ii) infringes or allegedly infringes a third party’s intellectual property rights;

(d) Knowingly publish, post, upload or otherwise transmit information that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;

(e) “mirror” or “frame” any content from the Services; and

(f) Use, or knowingly permit the use of, any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Service.

4. Client’s Lawful Conduct.

(a) In General. Client shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Services, including those related to privacy, electronic communications and anti-spam legislation.

(b) International Trade Restrictions. Client may not provide to Elemica or any other party, or export or re-export, or allow the export or re-export of the Services, any data or information, or any software or anything related thereto or any direct product thereof (collectively “Controlled Subject Matter”), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing, Client acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Service is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.