

**Addova® Acceptable Use Policy (“AUP”)**

In addition to the general terms and conditions contained in the service agreement (the "Agreement") between Addova and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Services provided to Customer by Addova. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

This AUP governs the use of all the services, solutions, cloud services, support, managed services and other offerings (the “Services”) made available by Addova Inc, and its suppliers, brands, and affiliates (“Addova”). This AUP is an integral part of your agreement with Addova and is incorporated by reference into the terms pursuant to which Addova provides you the right to access or use the Services. Access to or use of the Services constitutes your acceptance of this AUP. Addova reserves the right to alter this AUP at any time and such modifications shall become immediately effective upon posting the modified AUP or by notification to you of the modified AUP.

**General Statement**

The purpose of this AUP is to set forth guidelines for the expected conduct of users of the Services and the types of actions and content that are contrary to Addova’s mission and philosophies. This AUP is intended to protect the Services, employees and customers of Addova, and end users from improper, inappropriate, abusive or illegal activity. Addova may suspend or terminate your right to access and use the Services if, in its sole determination, it believes you have violated this AUP.

**Responsibilities and Prohibited Use**

You are responsible for the activities of your agents, representatives, and end-users (“Users”) and will abide by this AUP. The Services shall be used solely for legitimate business and commercial purposes, and you shall not use the Services for activities which, in Addova’s sole discretion, may be illegal, offensive, abusive, or in a manner that interferes with or adversely affects the Services or use of the Services (including deliberate attempts to overload a system and broadcast attacks) or that would expose Addova to criminal or civil liability. Some examples of prohibited activities follow, but this is not an exhaustive list. You and your Users agree not to use the Services for:

Hacking, phishing, spamming, scamming, identity theft, fraud, forgery, deception, virus or malware distribution, network attacks, and interference with any other user’s use of the Services. The unauthorized access, monitoring, collection, or use of data, systems or networks. Transmitting, distributing or storing illegal or fraudulent information or material or information or material that will infringe or otherwise violate any privacy, intellectual property, publicity or other personal rights including, any copyright, patent, trademark, trade secret or other proprietary right. Engaging in offensive activities such as harassment or transmitting or distributing content that is inappropriate, obscene, defamatory, threatening, abusive, that advocates violence, or that violates a law, regulation, or public policy.

In addition, you and your Users must comply with all applicable laws, rules and regulations related to your use of the Services, specifically including data protection and privacy laws, as well as laws relating to unsolicited commercial electronic messages.

**Addova’s Rights**

Addova reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP. You shall reasonably cooperate with Addova in investigating and correcting any actual or alleged breach of this AUP by yourself or any User. Addova further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Addova believes is responsible for such violation. Addova may implement technical mechanisms to prevent AUP violations.

Nothing in this AUP shall limit Addova’s rights and remedies at law or in equity that may be available.

**Consequences of Violations of this AUP**

If Addova, in its sole discretion, reasonably believes you or your User violated this AUP, Addova may suspend your Services without prior notice, terminate your agreement with Addova, and/or block any traffic that it reasonably believes is in violation of this AUP. In addition to any other remedy Addova may have, it may charge you its standard hourly rate together with its reasonable legal fees, and the cost of equipment and material needed to investigate, respond to, and remedy any violations of this AUP.

**Disclaimer**

Addova is under no duty to monitor user’s activities, and Addova disclaims any responsibility for any User’s misuse of the Services. Addova has no responsibility for any User or other third-party material or information created, stored, maintained, transmitted or accessible on or through the Services, and is not obligated to monitor or exercise any editorial control over such material. In the event that Addova becomes aware that any such material violates this AUP and/or exposes Addova to civil or criminal liability, Addova may, but is not required to, block access to such material. Unless otherwise stated in this AUP, Addova disclaims any obligation to any person who has not entered into an agreement with Addova for use of the Services.

**Notification of Violations**

If you become aware of any violation of this AUP by anyone, including your Users, you must immediately notify Addova.