

Unitrends Cloud Acceptable Use Policy

Except to the extent permitted by applicable law, Customer agrees, on behalf of itself and its users, not to directly or indirectly:

- (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Unitrends Cloud Services (“Services”) and/or Unitrends Cloud;
- (ii) knowingly or negligently access or use the Services in a manner that abuses or disrupts the Unitrends’ Cloud or Unitrends’ or its third party providers’ networks, security systems, user accounts, or Services of Unitrends or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means;
- (iii) transmit through or post on the Services and/or Unitrends Cloud any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise objectionable or unlawful;
- (iv) market, offer to sell, and/or resell the Services and/or Unitrends Cloud or sublicense, lease, rent, loan, distribute or transfer or otherwise make available the Services to any third party;
- (v) use the Services and/or Unitrends Cloud to send unsolicited or unauthorized advertising, junk mail, or spam;
- (vi) use the Services and/or Unitrends Cloud to process any files, documents, data, information and other materials of the Customer or its users that is uploaded by Customer or its users using the Services and stored by Unitrends or its agents within the Unitrends Cloud Services (“Customer Content”) or provide any service bureau activity for any third party;
- (vii) transmit through or store on the Services and/or Unitrends Cloud any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, data privacy or right of publicity;
- (viii) transmit or store on the Services and/or Unitrends Cloud any material that contains software viruses or other harmful or deleterious computer code, files or programs;
- (ix) use the Services and/or Unitrends Cloud to develop a competitive product or use the Services and/or Unitrends Cloud directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law;
- (x) submit to, or store in the Services, any Protected Health Information (“PHI”) unless Customer has complied with Section 5.1 of the Unitrends Cloud Services Terms and Conditions;
- (xi) otherwise use the Services and/or Unitrends Cloud except as expressly allowed under the Unitrends Cloud Services Terms and Conditions;
- (xii) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to Customer in connection with its or its Users' use of the Services and/or Unitrends Cloud;
- (xiii) willfully tamper with the security of the Unitrends Cloud or tamper with other customer accounts of Unitrends;
- (xiv) attempt to access data on the Unitrends Cloud not belonging to or intended for Customer;
- (xv) attempt to probe, scan or test the Unitrends Cloud or to breach the security or authentication measures without proper authorization; or (xvi) willfully render any part of the Unitrends Cloud unusable, or

- (xvi) Customer agrees that Users will not knowingly use Services or the Unitrends Cloud to communicate any message or material that (a) is known, or reasonably should be known, to be libelous, harmful to minors, obscene or constitutes pornography; (b) is known, or reasonably should be known, to infringe the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Customer is solely responsible for the collection, accuracy, currency, quality, legality, completeness and use of Customer Content that is processed using the Services or is stored on the Unitrends Cloud, or disclosed to or used by Customer or users in connection with their use of the Unitrends Cloud.