



PACKETFABRIC

This Acceptable Use Policy (“**AUP**”) is incorporated into and made a part of the Master Service Agreement (“**MSA**”), or Terms and Conditions (“**T&Cs**”), as applicable, between PacketFabric, Inc. (“**PacketFabric**”) and Customer (as defined in the MSA and T&Cs). Use of the PacketFabric Services is subject to this AUP. PacketFabric may modify this AUP at any time by posting a revised version on its website. By using the Services or accessing the PacketFabric website, you (incorporated into the definition of “Customer” for the purposes of this AUP) agree to the latest version of this AUP.

1. NO ILLEGAL USE

The PacketFabric network may be used only for lawful purposes. Transmission, distribution, or storage of any materials in violation of any applicable law, regulation governmental order or decree is prohibited. Customer agrees not to, and not to allow third parties to use the Services: to violate, or encourage the violation of, the legal rights of others; to engage in, promote or encourage illegal activity; for any unlawful, invasive, infringing, defamatory or fraudulent purpose; to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users; to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (also known as spam); to disable, interfere with or circumvent any aspect of the Services; or to use the Services, or any interfaces provided with the Services, to access any other PacketFabric service in a manner that violates the terms of service of such other PacketFabric service.

2. SYSTEM AND NETWORK SECURITY

Customer may not use the Services to violate or interfere with the security or integrity of any network, computer or communications system, software application, or network or computing device. Customer may not make network connections to any users, hosts, or networks unless Customer have permission to communicate with them.

3. LIMITS ON USE OF SERVICE AND PORTAL – LICENSE RESTRICTIONS.

Customer shall not, and shall not permit its Users, or any third party to:

- (a) modify, adapt, or create any derivative work of any part of the Portal, SaaS (defined in the Storage Addendum), or software associated with the Service (collectively referred to as “**PacketFabric’s Network**”), except to the extent permitted in the Agreement, or attempt to recompile, reverse engineer or disassemble PacketFabric’s Network;
- (b) use any automatic device or program to monitor, copy, or reproduce PacketFabric’s Network or any portion of such; or
- (c) intentionally interfere with the functionality of PacketFabric’s Network.

4. COMPLAINTS/VIOLATIONS OF AUP

Any complaints regarding prohibited use or other abuse of the PacketFabric network, including violations of this AUP, should be sent to AUP@packetfabric.com. Please include all applicable information that will assist PacketFabric in investigating the complaint.

PacketFabric reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of the Services or PacketFabric's website or Portal. PacketFabric may investigate violations of this AUP or misuse of the Services or PacketFabric site; or remove, disable access to, or modify any content or resource that violates this AUP or any other agreement PacketFabric has with Customer for use of the Services or the PacketFabric website or Portal.

PacketFabric may report any activity that PacketFabric suspect violates any applicable law, regulation governmental order or decree to appropriate law enforcement officials, regulators, or other appropriate third parties. PacketFabric's reporting may include disclosing appropriate customer information. PacketFabric also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

Changes to this AUP:

PacketFabric reserves the right to modify this AUP at any time. Any material changes to this AUP will be provided to Customer in writing in accordance with the Agreement. All information submitted through the website or Portal to PacketFabric is subject to the terms and conditions of this AUP, as amended. It is Customer's responsibility to request changes or deletions to its User's personal information.

Contact Information:

Please direct any questions or comments regarding this AUP to AUP@packetfabric.com or to PacketFabric, Inc., Attn: Legal Department, 9920 Jefferson Blvd, Culver City, CA 90232.