

Acceptable Use Policy

Introduction

The Acceptable Use Policy ("AUP") as amended, modified or supplemented from time to time of Abot Labs ("Abot"), is designed to (i) protect Abot's Customers, users of the Abot Platform and third parties, (ii) further compliance with all relevant laws and regulations, (iii) promote the security and availability of the Abot Platform and (iv) regulate and restrict the use of all products and services provided by Abot, ("Services").

This AUP applies to each Permitted User Accessing the Abot Platform. This AUP is incorporated by this reference into each Customer's Master Services Agreement and Service Level Agreement. Customers are responsible for complying with this AUP and for violations attributable to their Permitted Users, whether authorized or not by a Customer or Abot. Customers must take all reasonable steps to ensure that their Permitted Users will comply with this AUP.

This AUP does not (a) obligate Abot to monitor, review, or police the data and content residing on the Abot Platform or (b) create any obligation or duty of Abot to any party that is not a Customer. Unless and until notified, Abot is not likely to be aware of any violations of this AUP or any violations of law. Abot expects all Permitted Users to notify Abot of any violations of law or violations of this AUP. **ABOT EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE DATA AND CONTENT TRANSMITTED THROUGH OR INTERMEDIATELY, TEMPORARILY OR PERMANENTLY STORED ON THE ABOT PLATFORM AND FOR THE ACTIONS OR OMISSION OF PERMITTED USERS.**

Prohibited Content

Permitted Users will not allow the posting, transmission, or storage of data or content on or through the Abot Platform which, in Abot's sole determination, constitutes a violation of any federal, state, local or international law, regulation, ordinance, court order or other legal process, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (collectively, "Applicable Law"). Permitted Users will be responsible for determining which Applicable Laws are applicable to their use of the Abot Platform. Prohibited content includes, without limitation, (a) content describing ways to violate this AUP or (b) "harvested" addresses or information, (c) "phishing" websites, or (d) "spamvertising" sites.

A Permitted User will not knowingly store or transmit over the Abot Platform, any material believed by Abot to constitute child pornography. In addition to any other actions it may take under this AUP, Abot reserves the right to cooperate fully with any criminal investigation of content located on the Abot Platform that constitutes alleged child pornography or an alleged violation of Applicable Law.

Network Abuse

Permitted Users are prohibited from engaging in any activities that Abot determines, in its sole discretion, to constitute network abuse, including, but not limited to, the following:

- Introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, and key loggers.
- Causing or initiating security breaches or disruptions of network communication and/or connectivity, including port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.
- Executing any form of network activity that will intercept data not intended for the Customer's server.
- Evading or circumventing user authentication or security of any host, network or account, including cracking, brute-force, or dictionary attacks.
- Interfering with or denying service to any user, host, or network other than the Customer's host, such as a denial of service attack or distributed denial of service attack.
- Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including the forging of packet headers or other identification information.
- Using any program, or sending messages of any kind, designed to interfere with or disable a user's terminal session.
- Forging, misrepresenting, omitting or deleting message headers, return mailing information, or internet protocol addresses, to conceal or misidentify the origin of a message;
- Hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- Soliciting the performance of any illegal activity, even if the activity itself is not performed;
- Threatening bodily harm, or encouraging bodily harm or property destruction;
- Harassing another or encouraging harassing behavior;
- Engaging in outright fraud or using services to engage in scams like pyramid schemes;
- Collecting personal information about others without their knowledge or consent;
- Instructing others in prohibited activities;
- Using services to disseminate or display images classified under U.S. law as child pornography, child erotica (regardless of literary or artistic merit) and/or bestiality; and/or
- Acting in any manner that might subject Abot to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect Abot's public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

If you believe that a violation of this AUP has occurred please review the information at the Legal section of this AUP, which contains important information concerning the reporting of potential violations.

Legal Investigations

Permitted Users will cooperate and comply with any civil or criminal investigation regarding use of the Abot Platform or content located on its servers or transmitted using the Abot Platform, including without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). Abot may charge a Permitted User or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with Abot's compliance with any Investigation.

Abot reserves the right to comply with any Investigation without notice to a Permitted User. Customers will not be entitled to a refund or any service credits, and Abot will not be in default under any agreement for Abot Services, if its compliance with any Investigation causes a Permitted User to incur downtime or requires the sequestering of all or a portion of the Abot Platform. Abot also reserves the right to disclose information relating to Permitted Users and their use of the Abot Platform or information transmitted, owned by or stored by or on behalf of any Permitted User, if such information is disclosed in connection with an Investigation or in order to prevent the death of or bodily harm to any individual, as determined by Abot in its sole discretion.

Violations of AUP

Abot may enforce this AUP, with or without notice to a Customer or Customer's Permitted User, by any action it deems reasonable, in its sole discretion. In addition to the remedial provisions provided elsewhere in this AUP, Abot may:

- Disable Customer's or Customer's Permitted User's access to the Abot Platform.
- Suspend or Terminate Customer's or Customer's Permitted User's access to the Abot Platform.
- Take legal action against Customer or Customer's Permitted User to enforce compliance with this AUP.

Reporting Violations:

If there is a violation of this AUP, direct the information to the Abuse Department located at abuse@abotlabs.com

. If available, please provide the following information:

- The date and time of the alleged violation.
- Evidence of the alleged violation.

Abot may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings.
- Suspend the Customer or Customer's Permitted User's posting or access privileges.
- Suspend or terminate the Customer or Customer's Permitted User's account.
- Bill the Customer or Customer's Permitted User for administrative or reactivation charges.
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations.

If any Customer or Customer's Permitted User uses the Abot Platform in a manner that exposes Abot to potential liability, as reasonably determined by Abot, Abot may suspend permanently or terminate the access to the Abot Platform by such Permitted User.

Abot reserves the right to recover any and all expenses and reasonable charges, in connection with a Customer or Customer's Permitted User's violation of this AUP. No refund or service credits will be issued for any interruption in service resulting from violations of this AUP.

Abot reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP, with such investigation to include accessing of data and records on, or associated with, the Abot Platform.