



ACCEPTABLE USE POLICY

OVERVIEW

This Acceptable Use Policy (this “**Policy**”) governs the conduct of Customers and their Authorized Users (“**You**”) when registering to use, or using the SaaS Product, including the submission of information to the Terryberry entity described on the applicable Binding Quote (“**We**” or “**Us**”), and forms part of the Agreement (as defined herein). The capitalized terms used but not otherwise defined in this Policy shall have the meaning ascribed thereto in the Terryberry SaaS Terms of Service, located at <https://www.terryberry.com/terms-and-conditions/> (the “**Agreement**”).

CODE OF CONDUCT

1. THIRD PARTY ACTIONS

- a. You agree that You shall not, and You shall not attempt, or otherwise authorize, encourage, or support a third party’s attempts, to do any of the following:
 - i. use the SaaS Product outside the permitted scope set forth in the Agreement or for any purpose other than Customer’s own internal business purposes;
 - ii. exceed the subscribed quantities, Authorized Users or other entitlement measures of the SaaS Product as set forth in the applicable Order;
 - iii. use or access the SaaS Product in violation of any Applicable Law;
 - iv. copy or reproduce the SaaS Product or the Documentation except as permitted under the Agreement;
 - v. sell, resell, license, sublicense, rent, lease, transfer, time-share, distribute, redistribute, assign or otherwise commercially exploit or transfer the rights granted to Customer under the Agreement, or otherwise make the SaaS Product available to any third party, except as expressly set forth herein;
 - vi. send, store, submit or upload libelous, unlawful or tortious material on or to the SaaS Product;
 - vii. send, store, submit or upload malicious or harmful code on or to the SaaS Product; (h)
 - viii. interfere with or disrupt the integrity or performance of the cloud environment where the SaaS Product is deployed or the SaaS Products themselves;
 - ix. attempt to circumvent security restrictions or protocols for the cloud environment where the SaaS Product is deployed;
 - x. modify, disassemble, duplicate, or reverse engineer the SaaS Product, in whole or in part;
 - xi. except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Product, attempt to recreate the SaaS Products or use SaaS Products for any competitive or benchmark purposes;
 - xii. create, translate or otherwise prepare derivative works based upon the SaaS Products, Documentation or Terryberry Intellectual Property;
 - xiii. attempt to gain unauthorized access to the SaaS Products or its related systems or networks, or perform unauthorized penetrating testing on the SaaS Products;
 - xiv. use the SaaS Products in a manner that infringes on the Intellectual Property rights, publicity rights, or privacy rights of any third party,
 - xv. disclose the results of any benchmarking test done by Terryberry or otherwise allowed by Terryberry;
 - xvi. remove or modify any proprietary markings or notices on Terryberry Services, Documentation, or other materials delivered by Terryberry in the performance of its obligations hereunder;
 - xvii. store in or process with the SaaS Products any personal health data, credit card data, personal financial data or other such sensitive regulated data not required or allowed by the Documentation, or any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State.
 - xviii. use this website or the SaaS Product for any unlawful personal, commercial, research, or information gathering purposes;
 - xix. circumvent, re-engineer, decompile, decrypt, break, or otherwise alter or interfere with this website or the SaaS Product;
 - xx. breach or otherwise circumvent any security or authentication measures for this website or the SaaS Product;
 - xxi. probe, scan, or test the vulnerability of this website or the SaaS Product or any network associated with this website or the SaaS Product;

- xxii.** use or access this website or the SaaS Product if You are a direct competitor of Terryberry;
- xxiii.** use or access this website or the SaaS Product for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes;
- xxiv.** meta tag, frame, or mirror this website or the SaaS Product;
- xxv.** restrict, inhibit, or prevent any access to, use or enjoyment of this website or the SaaS Product;
- xxvi.** use any search engine, software, tool, agent or other device or mechanism, including, without limitation, browsers, spiders, robots, scraper, avatars or intelligent agents, deep link, or other similar automated device, program, algorithm, or methodology (other than those made available by Company on this website or the SaaS Product or other generally available third party web browsers, e.g., Firefox or Safari), to access, acquire, copy, monitor, navigate, or search this website or the SaaS Product;
- xxvii.** use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, scrape, or in any way reproduce or circumvent the navigational structure or presentation of this website or the SaaS Product, or the contents of this website or the SaaS Product;
- xxviii.** plant or otherwise use this website or the SaaS Product to distribute malware;
- xxix.** send altered, deceptive or false source-identifying information, including spoofing or phishing;
- xxx.** send unsolicited communications or SPAM;
- xxxi.** promote or advertise products or SaaS Product, except as expressly authorized by Terryberry in writing in advance; or impersonate or misrepresent Your affiliation with any other person or entity.

b. DATA RESIDENCY

- i.** You agree that We may store data uploaded by You into the SaaS Product in the United States of America.

2. RESTRICTED ACTIONS

- a.** You also agree that You shall comply with the Code of Conduct by not transmitting, submitting, or posting any of the following to this website or the SaaS Product:
 - i.** information that is false, inaccurate, incomplete, untimely or misleading;
 - ii.** information that violates any law, statute, ordinance or regulation;
 - iii.** information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to Company or third parties or that infringes on Company's or any third party's rights of publicity or privacy;
 - iv.** probe, scan or test the vulnerability of this website or the SaaS Product or any network associated with this website or the SaaS Product;
 - v.** information that contains any viruses, worms, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - vi.** commercial advertisements or solicitations without prior written permission from Company;
 - vii.** information that infringes Company's or any third party's copyright, patent, trademark, trade secret or other confidential and/or proprietary rights or copyrighted and/or trademarked information without prior written permission from Company.

3. USERNAMES AND PASSWORD

- a.** Use of the SaaS Product requires that You register an account for the Service with a username and password. Your username and password will allow You to log in to and access the Service. You ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY, MAINTENANCE, AND PROPER USE OF Your USERNAME AND PASSWORD AND SOLELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH Your ACCOUNT. You agree not to disclose any usernames or passwords to any third party and not to permit any third party to make use of any username or password. You also agree to use proper termination procedures at the end of each session during which You access the Service, including full termination of Your connection with the Service. You shall immediately notify Us by e-mail if You become aware of any actual or suspected unauthorized access to or use of the Service by any party or any other actual or potential security breach involving the Service. We may, in its sole discretion and at any time, decide to change Your username or password upon notice to You. If You discover at any time that You have been granted access to any information or documents contained on this website and/or the Service that You are not authorized to access or view, You shall (i) immediately cease any access to such information; (ii) take reasonable steps to prevent the disclosure of any such unauthorized information; and (iii) immediately inform Us of this situation by e-mail.