

1) User License Agreement (ULA)

Adaptiv Networks software user licenses are distributed to Customers through Adaptiv Networks certified partners, and are subject to the terms of the Adaptiv Networks Reseller Agreement.

Whether distributed under the Adaptiv Networks, or re-branded as a white label service by an Adaptiv Networks certified partner, all Adaptiv Networks software user licenses are subject to the Adaptiv Networks Acceptable Use Policy (AUP).

2) Acceptable Use Policy (AUP)

Customer agrees to use Adaptiv Networks Services in accordance, and in compliance, with all applicable laws, regulations, and rules, and to obtain all approvals, consents and authorizations necessary to conduct business and initiate or conduct any transmissions over any facilities covered by this Agreement. In addition, Customer agrees to use Adaptiv Networks Services in accordance with the guidelines, manuals, instructions and the list of acceptable uses provided Adaptiv Networks, which may be updated from time to time. Conduct that violates this policy includes, but is not limited to, the activities in the following list, when such violations involve or use or are handled by Adaptiv Networks' network or servers:

a) use of automatic dialing-announcing devices ("ADADs") or automatic dialing devices, which are strictly prohibited; initiating or propagating electronic chain letters; and outbound telemarketing, spam, or mass marketing via e-mail that violates good marketing industry practice as set out in any law, regulation, or recognized industry association guidelines in force anywhere in North America;

b) use of Services in such a way that would violate Adaptiv Networks' contracts with its service providers;

c) use of any Services in violation of any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third party provider;

d) downloading unauthorized software, including any unauthorized activity related to torrents, torrent trackers, and downloading of unauthorized torrent content;

e) use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted;

f) giving access to an account, through sharing of passwords or otherwise, to any person other than the assigned user or pre-authorized group users for that account;

g) participating in a denial-of-service (DoD) attack or distributed denial-of-service (DDoS) attack;

h) using the network to gain unauthorized access to any computer system or to purposely install malicious code or any other unauthorized program on any computer system;

i) unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes running programs that are designed to identify security loopholes or decrypt intentionally secure data;

j) knowingly or recklessly performing an act that will interfere with the normal operation of Adaptiv Networks' computers, peripherals, or network;

k) deliberately wasting or overloading Adaptiv Networks' network or server resources, or those of any other system via Adaptiv Networks;

l) inappropriate or unsolicited mass mailings or talk requests such as multiple mailings to newsgroups, mailing lists or individuals;

m) inappropriate posting of commercial or inflammatory material to newsgroups not intended or inappropriate for such postings;

n) forging communications to make them appear to originate from another person;

o) attempting to monitor or tamper with another user's electronic communications, or reading, copying, changing or deleting another user's files or software without the express agreement of the other user.

3) Notice of Infraction

Adaptiv Networks will attempt to resolve minor infractions of the AUP set out above informally. However, depending on Adaptiv Networks' assessment of the severity and likely consequences of a violation of any part of the AUP set out in paragraph 3 of this Agreement, Adaptiv Networks may, at its sole discretion and without any liability:

a) notify the individual user or Customer point of contact with a warning;

b) without notice, disable, suspend or terminate one or more Services being provided to the specific user or Customer; or

c) notify and cooperate with the appropriate federal, state or provincial authorities.