



ACCEPTABLE USE POLICY

This Acceptable Use Policy (“**Policy**”) applies to Customer’s use of all Software Product and Cloud Services Offerings provided by BlueCat Networks, Inc., with respect to Customers located outside of the USA and Japan, BlueCat Networks (USA) Inc., for Customers located in the USA and Japan, or BlueCat Federal USA, Inc. respect to Federal Government Customers located in the United States of America (in either case, “**BlueCat**”).

- 1. DEFINITIONS.** All capitalized terms used, and not otherwise expressly defined, in this Policy have the meaning given to such terms in the existing agreement between Customer and BlueCat, or if none, then to Master Agreement available at <https://www.bluecatnetworks.com/license-agreements/>, in either case, the “**Agreement**”.
- 2. AMENDMENTS.** BlueCat reserves the right to modify this Policy at any time by posting a revised version on our website. By continuing to use the Software Product and Cloud Services Offerings, Customer agrees to the latest version of this Policy.
- 3. General Restrictions re: Software Product and Cloud Services Offerings.** Customer shall use the Software Product and Cloud Services Offerings for internal business purposes only. Customer may not use the Software Product and Cloud Services Offerings other than in the manner specifically identified in the Agreement. Customer shall not do or attempt to do, or permit any third party to do, any of the following: (a) modify, reverse engineer, adapt, translate, trace, decompile, disassemble, identify, or otherwise derive the source code for the Software Product and Cloud Services Offerings; (b) sell, assign, sublicense, rent, lease, loan, provide, copy, reproduce, distribute, otherwise transfer all or any portion of the Software Product and Cloud Services Offerings; (c) access or use the Software Product and Cloud Services Offerings to build a competitive product or service, to copy all or any of the Software Product and Cloud Services Offerings, or make derivative works based on all or any of the Software Product and Cloud Services Offerings, including without limitation to copy or use any actual or similar ideas, features, functions or graphics of the Software Product and Cloud Services Offerings; (d) access or use the Software Product and Cloud Services Offerings to provide services for or on behalf of any third party, or to commercially exploit the Software Product and Cloud Services Offerings in any way, including without limitation by operating as a service bureau or application service provider, by time-sharing, or by framing or mirroring any part of the Software Product and Cloud Services Offerings; (e) use any software in connection with the Software Product and Cloud Services Offerings that may require the Software Product and Cloud Services Offerings or portion of the Software Product and Cloud Services Offerings, or other intellectual property of BlueCat or its third party suppliers or licensors, to be disclosed or distributed in source code form, made available free of charge to recipients, or modifiable without restriction by recipients; (f) remove, modify or obscure any proprietary notices, labels or marks in or on any or all of the Software Product and Cloud Services Offerings; (g) use the Software Product and Cloud Services Offerings in any High Risk Activities; and (h) access or use the Software Product and Cloud Services Offerings in a manner inconsistent with the Documentation or this Agreement, or in a manner that is contrary to applicable law, rule or regulation, including without limitation privacy laws.
- 4. Additional Restrictions re: Cloud Services.** Customer shall not do or attempt to do, or permit any third party to do, any of the following: (a) use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Cloud Services, or to otherwise engage in denial of service attacks; (b) impose an unreasonable or disproportionately large load on the Cloud Services or infrastructure used to operate and to make the Cloud Services available; (c) access or use the Cloud Services or Support for purposes of monitoring the Cloud Services availability, performance or functionality, or for any other benchmarking, comparison or competitive purpose;



or (d) gain, or attempt to gain, or permit any third party to gain, unauthorized access to the Cloud Services, including without limitation through automated means not provided by BlueCat.

5. **Additional Restrictions re: Customer Data.** Customer and its Authorized Users will not, nor will they permit any third party to, or otherwise attempt to, upload or transmit via the Cloud Services any Customer Data that (a) contains any viruses, trojan horses, worms, time bombs, cancelbots, or other malicious computer programming; (b) violates Sections 3 or 4 of this Policy; or (c) includes Personal Data.
6. **AUDIT, MONITORING AND ENFORMENT.** BlueCat may audit and monitor Customer's use of all Software Product and Cloud Services Offerings to ensure compliance with this Policy and the Agreement. Violations or breaches of this Policy or the Agreement may result in termination or suspension of Customer's use and access to all Software Product and Cloud Services Offerings. BlueCat may also report illegal activity to the appropriate law enforcement agency.
7. **REPORTING AND QUESTIONS.** Questions and reports of actual or perceived violations of this Policy may be made to *legal@bluecatnetworks.com*.