

ACCEPTABLE USE POLICY

1. **SCOPE.** This Acceptable Use Policy (“AUP”) is incorporated into and forms a part of the applicable Master Software License Agreement, Master Subscription Agreement, or User Terms of Service (“collectively, “Agreement”) between you and Viewpoint (each an “Agreement”), and governs the Customer’s and each User’s use of the Software and Services (“Offerings”). The terms “you” and “your” refer to the Customer or User who is accessing and using the Offerings. The purpose of this AUP is to delineate the type of actions and content that are contrary to Viewpoint’s mission and philosophies as well as to ensure that your use of the Offerings is in compliance with these standards and applicable laws and regulations. Any capitalized terms that are not defined in this AUP are defined in the applicable Agreement.
2. **USER CONDUCT.** This AUP is intended to protect the Offerings, employees, officers, agents, and customers of Viewpoint, and any Users of the Offerings, from improper, inappropriate, abusive, or illegal activity. The prohibited uses described in Section 3 below are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.
3. **PROHIBITED USES.**
 - 3.1 You may not use the Offerings for any transmission, distribution, retrieval, or storage of any data or other material in violation of any applicable laws or regulations. This prohibition includes, without limitation, material or data protected by copyright, trademark, trade secret, or other intellectual property or privacy right that is used without proper authorization, and material that is obscene, defamatory, or otherwise harmful or threatening, or violates export control laws. You may not use the Offerings to violate any system or network security, which may result in criminal or civil liability.
 - 3.2 You may not engage, without limitation, in the following activities:
 - (a) Gaining unauthorized access to, or attempting to compromise the normal functioning, operation, or security of, any network, system, computing facility, equipment, data, or information;
 - (b) Engaging in any activity or behavior that may interfere with the ability of others to access or use the Offerings, or that is likely to result in retaliation against the Offerings, other Users or customers of Viewpoint, or Viewpoint’s employees, officers, or other agents, including, without limitation, anything that results in any server being the target of a denial of service attack;
 - (c) Monitoring any data, information, or communications on any network or system not owned by the applicable Customer without authorization, or attempting to intercept, redirect, or otherwise interfere with communications intended for others;
 - (d) Gaining or attempting to gain unauthorized access to accounts, passwords, devices, or networks without permission, or purposely altering or forging anyone’s identity to gain such access, or concealing, forging, or otherwise falsifying identities in connection with any use of the Offerings;
 - (e) Transmitting any advertising, promotional materials, contests, surveys, or any other form of solicitation or mass messaging, whether commercial in nature or not;
 - (f) Licensing, sublicensing, selling, renting, or otherwise commercially exploiting the Offerings to any third party, other than authorized Users, in furtherance of the applicable Customer’s internal business purposes as expressly permitted by the Agreement;
 - (g) Transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or “spyware” programs; or
 - (h) Load testing, probing, scanning, penetration, or vulnerability testing of the Offerings.
4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the activities of its Users and will ensure that its Users abide by this AUP. Complaints about Customer’s Users will be forwarded to Customer’s administrator for action, consistent with applicable law. If suspected violations of this AUP occur, Viewpoint reserves the right to suspend the Offering, block access to any Offering, or take other action as Viewpoint deems appropriate.
5. **COOPERATION WITH INVESTIGATIONS.** Viewpoint will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity. This cooperation may include disclosing appropriate Customer information. Viewpoint shall have no liability to you or any third party for any actions taken in connection with such cooperation. You must assist Viewpoint in these matters when requested.
6. **NOTIFICATION OF VIOLATION.** If you become aware of any violation of this AUP by any person, including Users or third parties, you must immediately notify Viewpoint via email at legal@viewpoint.com, or, if applicable, through Customer’s designated account manager at Viewpoint.