



## Acceptable Use Policy

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*Latest Update: August 29, 2023*

### General

Haivision provides a variety of hardware and software products, services and other solutions which are described on our website (collectively, "**Technology**"). Haivision has formulated this Acceptable Use Policy ("**AUP**") in order to ensure the appropriate use of the Technology and the Haivision network, systems and facilities ("**Infrastructure**") by our customers, our customer's or our reseller's customers, or end-users of the Technology, and any other parties who use or access the Technology or the Infrastructure (each, a "**User**" and collectively, "**Users**"). All Users must comply with this AUP.

Haivision reserves the right to change this AUP from time to time and will notify Users by posting a revised copy of this AUP on the Haivision web site. By using or accessing the Haivision Technology or Infrastructure, Users agree to be bound by the terms of this AUP. Any indirect or attempted violation of this AUP by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of this AUP by the User and the User may be held directly accountable for any violation.

### Acceptable Use of Haivision Technology and Infrastructure

Users shall not use the Haivision Technology or Infrastructure to transmit, distribute, or store material: (a) in violation of any applicable law, regulation, or judicial order; (b) that violates the terms of this AUP, the terms of any applicable agreement (each, an "**Agreement**") with Haivision, or any other Haivision policy applicable through an Agreement; (c) that interferes with or adversely affects the Technology or Infrastructure or use of the Technology or Infrastructure by other Haivision customers or other Users; or (d) that may expose Haivision to criminal or civil liability. Users shall cooperate with Haivision in investigating and correcting any apparent breach of this AUP. Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Technology or Infrastructure.

In particular, but without limiting the more general prohibitions in this AUP, Users shall not use the Technology or Infrastructure, or assist anyone else to:

- Transmit, distribute or store information or material that, as reasonably determined by Haivision, (a) is inappropriate, obscene (including child pornography), defamatory, threatening, abusive, advocating violence, or which violates a law, regulation, or public policy; (b) is harmful to or interferes with Haivision's provision of the Technology, the Infrastructure, or any third party's networks, equipment, applications, services, or Web sites (e.g., viruses, worms, Trojan horses, etc.); (c) would violate applicable laws or regulations; (d) would infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); or (e) is fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as "phishing").
- Attempt to disrupt, degrade, impair, or violate the integrity or security of the Technology or Infrastructure or the computers, services, accounts, or networks of any other party (e.g., "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Technology.
- Modify the Technology or assist anyone else to modify the Technology that would result in Haivision incurring additional charges or fees.
- Modify the Technology or assist anyone else to modify the Technology that would enable a User to avoid paying charges that would otherwise be due based on any Agreement.
- Transmit unsolicited bulk e-mail messages ("**Spam**"); having third parties send out Spam on any User's behalf; receiving replies from unsolicited e-mails (commonly referred to as "drop-box" accounts) or configuring any e-mail server in such a way that it will accept third party e-mails for forwarding (e.g., "open mail relay").
- Use the services of a third party service provider (each, a "**TP**") to send Spam in order to promote a site hosted on or connected to the Technology or the Infrastructure, and Users shall not use the Technology or the Infrastructure in order to (a) send e-mail messages that are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, or (d) send malicious e-mail, including, without limitation, "mailbombing".
- Violate or assist anyone else to violate the applicable acceptable use policies of TP's when data, content, or other communications are carried across the networks of such TPs.
- Any cloud storage provided by Haivision is limited per the User's license purchase under an Agreement and the User is

responsible for reducing usage or purchasing more storage as needed.

Haivision may notify User of actions they have taken or have assisted others to take, which breach the terms of this AUP and any such violation of this AUP may result in immediate suspension or termination of all services, including without limitation use of the Technology, with no liability to Haivision.

Haivision may notify User of actions they have taken (intentionally or inadvertently) which expose a previously unidentified vulnerability or opportunity for exploitation of the Infrastructure not contemplated by this AUP or the User's applicable Agreement(s) ("**New Vulnerability**"). If User is asked to desist in actions regarding a New Vulnerability, they must do so until such New Vulnerability has been addressed by Haivision. Any violation of such a request to desist in such actions regarding a New Vulnerability by a User after such a request may result in (a) immediate suspension or termination of all services, including without limitation use of the Infrastructure, with no liability to Haivision and (b) additional service charges being owed to Haivision by the User, equaling no less than additional costs incurred by Haivision as a result of the use or exploitation of the New Vulnerability by the User. Violations of network security are prohibited, and may result in criminal and civil liability. Haivision investigates all such incidents and will involve and cooperate with law enforcement for any potential criminal violations.

#### **Haivision Rights and Remedies**

Haivision has no responsibility for any material or information created, stored, maintained, transmitted, or accessible on or through the Technology or Infrastructure and is not obligated to monitor or exercise any editorial control over such material. In the event that Haivision becomes aware that any such material may violate this AUP and/or expose Haivision to civil or criminal liability, Haivision reserves the right to investigate such material, block access to such material, and suspend or terminate any Technology without liability. Haivision further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Haivision believes is responsible for such violation. Haivision also reserves the right to implement technical mechanisms to the Infrastructure to prevent AUP violations. Nothing in this AUP shall limit in any way Haivision's rights and remedies at law or in equity that may otherwise be available.