

### **SCHEDULE 3: ACCEPTABLE USE POLICY HYBRID SAAS SERVICE**

This Acceptable Use Policy (the "AUP"), applies to all use of the HYBRID SaaS Service. By using the HYBRID SaaS Service, You agree to abide by the terms and restrictions of this "AUP".

This AUP is incorporated into any Agreement between HYBRID and the Customer for the use of the HYBRID SaaS Service ("Agreement"). Capitalized terms used, but not defined, herein have the meaning attributed to them in the Agreement.

This AUP applies to both the individual end-user using the HYBRID SaaS Services and the Customer to which he or she is connected and on behalf of which he or she uses the HYBRID SaaS Service. Consequently, in this AUP the term "**User**" will be understood to refer jointly to the individual end-user using the HYBRID SaaS Service and the Company and/or Customer on behalf of which the end-user makes use of the HYBRID SaaS Service.

HYBRID may modify or change this AUP at any time and provide notice of such changes by posting the modified AUP to its website. Such modified AUP will become effective as to the usage of the HYBRID SaaS Service on the latter of its (i) posting to the HYBRID website or (ii) as otherwise set forth in the Agreement. HYBRID reserves the right, but does not undertake the obligation, to investigate any violation of its AUP and to report any activity that it reasonably believes violates applicable law. In case of violation of this AUP, or assisting or encouraging others to violate this AUP, HYBRID may suspend or terminate access to the HYBRID SaaS Service without any prior notice.

All use of the HYBRID SaaS Service made with the user account and login credentials provided by HYBRID to a User will be attributed to such User. The User is responsible for keeping its login credentials for use of the HYBRID SaaS Service strictly confidential. The User is responsible for choosing a strong and unique password that conforms to HYBRID's password policy and that is not used for other services or accounts.

The User is independently responsible for its own compliance with all laws applicable to its conduct and use of the HYBRID SaaS Services. In addition, the User agrees not to engage in any of the following prohibited activities:

**No Illegal, Harmful, or Offensive Conduct.**

The User will not use the HYBRID SaaS Service in any manner that violates any applicable law, including, without limitation, the uploading of content that violates the intellectual property or other proprietary rights of third parties. The User will not use the HYBRID SaaS Service, including by uploading any content, in a manner that is illegal, harmful, obscene, abusive, deceptive, defamatory, or offensive. HYBRID may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties and this reporting may include disclosing appropriate customer information. HYBRID may also cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

**No Violation of the Security or Integrity of the HYBRID SaaS Service or System; No Unauthorized Access.**

The User will not use the HYBRID SaaS Service to violate the security or integrity of the HYBRID SaaS Service or of any System used to provide the HYBRID SaaS Service. The User will not monitor any traffic or data on Systems used to provide the HYBRID SaaS Service without HYBRID's permission.

The User will not use the HYBRID SaaS Service, nor access any System used to provide the HYBRID SaaS Service, without authorization from HYBRID. The User will not access any part of the HYBRID SaaS Service or the System or restricted area within a service to which she is not permitted access under the Agreement. The User will not attempt to probe, scan, or test the security measures of any System used to provide the HYBRID SaaS Service. The User will not access or use the HYBRID SaaS Service in a manner designed or intended to exceed applicable usage quotas or limits, nor in any manner designed to avoid the incurrence of additional fees based on such use.

The User will not attempt to modify, alter, or otherwise create derivative works from any software included in the HYBRID SaaS Service to which the User is provided access as part of the HYBRID SaaS Service, nor will he attempt to disassemble, decompile, or reverse engineer such software except where expressly permitted to do so by applicable law.

**No Interference with the Normal Function of the Services.**

The User will not use the HYBRID SaaS Services or access any System used to deliver the HYBRID SaaS Service in any manner that interferes with or disrupts the HYBRID SaaS Service or such Systems, including initiation of a Denial of Service attack or other high-volume, automated attempt to access the Systems or the HYBRID SaaS Service. The User will neither insert nor permit the insertion of any Malicious Code and the User will take all commercially reasonable actions and precautions to prevent the introduction or proliferation of any Malicious Code into any System used to provide the HYBRID SaaS Service. "Malicious Code" means (i) any code, program, or sub-program the knowing and intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program, or sub-program itself or (ii) any device, method, or token that permits any person to circumvent, without authorization, the security of any software or System containing the code.

The User acknowledges that the HYBRID SaaS Service depends on finite resources shared amongst multiple customers. The User agrees not to use the HYBRID SaaS Service excessively or unreasonably. The omission of any limit does not imply a literally unlimited consumption allowance, even if the term "unlimited" is used. Excessive consumption of the HYBRID SaaS Service may be identified with reference to significant variations from the average consumption by comparable customers. If the User is found to be consuming the HYBRID SaaS Service excessively, HYBRID will contact the Customer and work to remedy the situation. HYBRID may make recommendations regarding, for example, system design and configuration, user training, and internal support procedures. However, if heavy usage is expected to continue, HYBRID reserves the right to upgrade the Customer to a more suitable Service. The Customer agrees to make good-faith efforts to remedy excessive consumption.

HYBRID reserves the right to immediately remove any improper material or data and to block the use of the relevant portion(s) of the HYBRID SaaS Service when its use or purpose does not meet this AUP.

The User shall not:

- deviate from the Internet Protocols and standards applicable to the use and functioning of computer networks and networking technologies such as, but not limited to, IEEE, IETF, and relevant and/or applicable ISO standards;
- use IP multicast other than by means provided and coordinated by HYBRID.

For services performed by HYBRID through AWS™, the following Acceptable Use Policy applies <https://aws.amazon.com/legal/>, incorporated herein by reference.