

Introduction

This Acceptable Use Policy ("AUP") sets forth terms and conditions for acceptable access and use of CIMCON Software's ("CIMCON", "we" or "us") software as a service products (collectively, "Services") by authorized customers and their users (collectively, "Users") and supplements any written agreement between CIMCON and a User. This AUP is not meant to be exhaustive, but sets forth examples of conduct deemed by CIMCON to be inappropriate, improper or harmful to CIMCON's and its third party service providers' networks and services and thereby prohibited. The restrictions set forth in this AUP shall apply to a User's employees and any other person or entity that is provided access to the CIMCON Services directly or indirectly by a User (the "Affiliates"). **By accessing or using the Services, each User acknowledges that it is authorized to enter into this AUP and has read, understood and agrees to comply with the terms of this AUP, will cause its Affiliates comply with this AUP, and will be responsible for violations of this AUP by its Affiliates. If User does not agree to this AUP, then do not use the Services.**

We reserve the right to modify this AUP from time to time in our sole discretion without notice; such changes will take effect upon the posting of such revised terms on this website. Accordingly, we recommend that Users check this AUP periodically. A User's continued access or use of a Services after the posting of such revised terms constitutes the User's agreement to comply with and to be bound by such revised terms. In the event of any conflict between this AUP and any other policy or agreement referenced herein, this AUP shall govern in the absence of specific language to the contrary in such policy or agreement.

General Conduct

User must access and use the Services for lawful purposes and in a manner consistent with the permitted use of the Services. Unless otherwise expressly permitted in writing by CIMCON, User may not assign, transfer, distribute, resell, lease or otherwise provide access to any third party to the Services, or use the

Services for the benefit of any third party. User may only use the Services in accordance with this AUP and the [CIMCON Subscription Services Agreement](#)

Here's what we won't allow:

Disruption

- Compromising the integrity of our or our third party service providers' systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our Services.
- Tampering with, reverse-engineering, or hacking our Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the Services or related systems, network or data
- Deciphering any transmissions to or from the servers running the Services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
 - Going far beyond the use parameters for any given service as described in its corresponding documentation
- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that's unrelated to the purposes for which the Services were designed
- If you are using the Service as hosted by CIMCON on Microsoft Azure, Microsoft's Acceptable Use Policy within the Microsoft Service Terms shall also apply and you agree to comply with same. Microsoft's Service Terms and incorporated Acceptable Use Policy are available at: [_ https://azure.microsoft.com/en-us/support/legal/](https://azure.microsoft.com/en-us/support/legal/)
- If you are using the Service as hosted by CIMCON on AWS and/or AWS Marketplace, AWS' Acceptable Use Policy shall also apply and you agree to comply with same. AWS' Acceptable Use Policy is available at: [_ https://aws.amazon.com/aup/](https://aws.amazon.com/aup/)

Wrongful activities

- Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with CIMCON or any third party)
- Using the Services to violate the privacy of others, including publishing or posting other people’s private and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our Services
- Using our Services to stalk, harass, or post direct, specific threats of violence against others
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- Accessing or searching any part of the Services by any means other than our publicly supported interfaces (for example, “scraping”)
- Using meta tags or any other “hidden text” including CIMCON’s or our suppliers’ product names or trademarks

Inappropriate communications

- Using the Services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes
- Disparaging CIMCON or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

Inappropriate content

- Posting, uploading, sharing, submitting, or otherwise providing content that:
 - Infringes CIMCON’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
 - You don’t have the right to submit

- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
- Encourages illegal or tortious conduct or that is otherwise inappropriate
- Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
- Contains viruses, bots, worms, scripting exploits, or other similar materials
- Is intended to be inflammatory
- Could otherwise cause damage to CIMCON or any third party

In this AUP, the term "content" means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Services and (2) any other materials, content, or data you provide to CIMCON or use with the Services.

Without affecting any other remedies available to us, CIMCON may permanently or temporarily terminate or suspend a User's account or access to the Services without notice or liability if CIMCON (in its sole discretion) determines that a User or its Affiliates has violated this AUP and reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing. CIMCON shall not be liable for any damages of any nature suffered by any User, Affiliates, or any third party resulting in whole or in part from our exercise of our rights under this AUP. User agrees to indemnify CIMCON for any and all damages, claims, suits, costs or expenses asserted against or incurred by CIMCON related to or in connection with a violation of this AUP by User or its Affiliates.