TECTON, INC. ("TECTON")
ACCEPTABLE USE POLICY

This Tecton acceptable use policy ("**AUP**") sets forth certain restrictions relating to the access to, and use of, the Services by Customer or someone on Customer's behalf under Customer's agreement with Tecton applicable to the Services ("**Agreement**"). The restrictions set forth in this AUP are not exhaustive. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. This AUP may be updated by Tecton from time-to-time upon reasonable notice, which may be provided through the Services or by posting an updated version of this AUP. Updates of the AUP become binding, including on existing users, on the later of the date specified in the updated AUP or thirty (30) days after posting. Any modification to the AUP within an update will relate solely to restrictions on use of, and access to, the Tecton Services. Any violation of this AUP may result in the suspension or termination of Customer's access to and use of the Tecton Services.

Customer shall not (and shall not permit its authorized users to):

a. attempt to access, search, or create accounts for any of Tecton's services by any means other than Tecton's publicly supported interfaces or as otherwise authorized by Tecton;

b. interfere with or disrupt (or attempt to interfere with or disrupt) the Services, or gain (or attempt to gain) access to any Systems that connect thereto (except as required to appropriately access, deploy, maintain, or use the Services);

c. use the Tecton Services to violate the security or integrity of, or otherwise abuse, any System of any party (including without limitation the Services), including but not limited to gaining unauthorized access to any System (including attempting to probe, scan, monitor, or test the vulnerability of a System), forging any headers or other parts of any message describing its origin or routing, interfering with the proper functioning of any System (including any deliberate attempt by any means to maliciously overload a System), implementing denial-of-service attacks, operating non-permissioned network services (including open proxies, mail relays or recursive domain name servers), using any means to bypass System usage limitations, or storing, transmitting or installing malicious code;

d. use the Services to distribute or facilitate the sending of unsolicited or unlawful (i) email or other messages, or (ii) promotions of any kind;

e. use the Services to engage in or promote any other fraudulent, deceptive or illegal activities;
f. use the Services to process, store or transmit material, including any Customer Data, in violation of any law or any third party rights, including without limitation privacy rights;
g. disclose to any third party (1) the results of any testing or benchmarking of the Services that Customer might conduct or (2) the results of any other performance-related statistics pertaining to the Services unless preapproved by Tecton in writing (except to a contractor bound to maintain the confidentiality of such information and solely for the purposes of supporting Customer's use of the Services); or
h. use the Services in any circumstances where failure could lead to death, personal injury or environmental damage, and Customer further acknowledges that the Services are not designed or intended for such use.