



This Panzura Acceptable Use Policy (“Policy”) forms part of the Subscription Software and Services Agreement (“Agreement”) found at <https://panzura.com/legal>. Any terms capitalized but not defined in this Policy will have the meanings assigned to them in the Agreement. This Policy governs the Customer Data, and Customer’s responsibilities for the use of the Software.

1. CONTENT RESTRICTIONS OF THE SOFTWARE

Panzura does not monitor the content of communications or the Customer Data that Customer may transmit through the Software and will not be responsible for any such communications or transmissions. Customer will use the Software for authorized and legal purposes only, and in accordance with all applicable laws, regulations, and Panzura requirements. Customer will not post or upload any content or data through the Software which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, including any data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law or regulation. Panzura may suspend or terminate any User’s access to the Services upon notice in the event Panzura reasonably determines that such User has violated the terms and conditions of this Policy or the Agreement.

2. USE RESTRICTIONS OF THE SOFTWARE

Customer will not (a) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; (b) provide passwords or other log-in information of the Software to any third party not authorized for access under the Agreement; (c) share non-public features or content of the Software with any third party; (d) access the Software in order to build a competitive product or service, to build a product using similar ideas, features, functionality or graphics of the Software, or to copy any ideas, features, functions or graphics of the Software; or (e) engage in web scraping or data scraping on or related to the Software, including without limitation collection of information through any software that simulates human activity or any bot or web crawler.

To protect the security and safety of Panzura’s cloud environment and other customers of the Software, Panzura may suspend Customer’s access to the Software without notice upon reasonable belief that Customer is violating the content or use restrictions herein in addition to any other remedies Panzura may pursue by contract or by law.

3. USER RESTRICTIONS OF THE SOFTWARE

Customer will ensure that its Users comply with this Policy and the Agreement. Customer will be responsible for any breach of the Agreement by its Users and all activities that occur under such Users’ accounts. Customer will ensure that no access to the Software is granted to any Users in countries that are subject to The United States Office of Foreign Assets Control (“OFAC”) sanctions program or otherwise restricted by applicable laws. If Customer becomes aware of any violation by a User, it will immediately terminate such User’s access to the Software. Customer will comply with the User authentication requirements for use of the Software. Customer is solely responsible for monitoring its Users’ access to and use of the Software. Panzura has no obligation to verify the identity of any person who gains access to the Software by means of an access ID through Customer’s credentials provisioning. Panzura may suspend or terminate any User’s access to the Software, as applicable, upon five days’ notice to Customer if Panzura reasonably determines a violation of this Policy. Panzura will not be liable for any damages incurred by Customer or any third party resulting from such suspension or termination. Customer will immediately take all necessary steps, including providing notice to Panzura, to affect the termination of an access ID for any User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.