

EcoStruxure Manufacturing Compliance Advisor

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP"), along with the separate Terms and Conditions of Services, describes the acceptable use of and access to the EcoStruxure Manufacturing Compliance Advisor (also referred to as the "Services") proposed as a software as a service offer by Eurotherm. By using the Services, Customer agrees to be bound by this AUP in addition to the provisions of the EcoStruxure Manufacturing Compliance Advisor Terms and Conditions of Services. By using End user Capabilities of the Services, End Users agree to be bound by this AUP in addition to the provisions of the EcoStruxure Manufacturing Compliance Advisor Terms and Conditions of Services. Any term capitalized in this AUP shall have the meaning ascribed to the same term in the EcoStruxure Manufacturing Compliance Advisor Terms and Conditions of Services unless specifically defined in this AUP.

Prohibited Activities. Customer may not create, modify or upload Customer Data or End User Data or use the Services, and End Users may not create, modify or upload End User Data or use End User Capabilities of the Services, in a manner that Eurotherm believes:

1. Violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law, including, but not limited to, those concerning child pornography and illegal gambling;
2. Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
3. Violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any intellectual property right or proprietary right of Eurotherm or any third party;
4. Advocates or induces illegal activity;
5. Stalks, harasses, or harms anyone, including minors;
6. Impersonates any person or entity or otherwise misrepresents Customer's or End User's affiliation with a person or entity;
7. Modifies, alters, tampers with, repairs, or otherwise creates derivative works of the Software Programs included in the Services;
8. Except as allowed by local law, reverse engineers, disassembles, or decompiles the Services or the Software Programs included in the Services;
9. Accesses or uses the Services in a way intended to avoid incurring Charges or exceeding usage limits;
10. Interferes with or disrupts the Services or servers or networks connected to the Services;
11. Uses any high volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Services or any other accounts, computer systems, or networks connected to the Services (each a "System");
12. Attempts to gain unauthorized access to any portion of the Services or any System, whether through hacking, password mining, or any other means;
13. Violates the security or integrity of a System, including, but not limited to:
 - (a) Accessing or using any System without permission, including attempts to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;
 - (b) Monitoring data or traffic on a System without permission;
 - (c) Forging packet or email headers, or any part of a message describing its origin or route;
 - (d) Uploading Customer Data or End User Data that contains viruses, worms, corrupt files, trojan horses, or other forms of corruptive code, or any other content that may compromise the Services; or
 - (e) Hacking, destabilizing, or adapting the Services, or altering another website to falsely imply it is affiliated with the Services;
14. Connects to any users, hosts, or networks where Customer or the concerned End User does not have permission to communicate with such users, hosts, or networks, including, but not limited to:
 - (a) Monitoring or crawling a System so that such System is impaired or disrupted;

- (b) Conducting denial of service attacks;
 - (c) Intentionally interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means;
 - (d) Operating network services like open proxies, open mail relays, or open recursive domain name servers; or
 - (e) Using means (manual or electronic) to avoid any use limitations placed on a System, such as access and storage restrictions;
15. Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
 16. Alters or obscures mail headers or assume a sender's identity without the sender's explicit permission; or
 17. Collects replies to messages if those messages violate this AUP.

Eurotherm has the sole discretion to determine whether Customer's use of the Services or the use by any End User of End Users Capabilities of the Services, is prohibited. All Customer Data that is provided to Eurotherm or actions that are performed via Customer's user account, whether provided or performed by Customer's employees or Customer's contractors, are the sole responsibility of Customer.

All End User Data that are created or modified and uploaded by Customer in the Services are the sole responsibility of Customer. All End User Data that are created or modified and uploaded by any End User in the Services or actions that are performed via its End User's user account, are the sole responsibility of said End User.

Monitoring and Enforcement. While not obligated to perform investigations, Eurotherm may:

1. Investigate violations of this AUP or misuse of the Services;
2. Investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity;
3. Remove, disable access to, or modify any Customer Data or End User Data that Eurotherm has reasonable reason to suspect it violates this AUP or any other agreement Eurotherm has with Customer, or as applicable with the concerned End User, for the use of the Services; or
4. in addition to any other rights or remedies that Eurotherm may have under the EcoStruxure Manufacturing Compliance Advisor Terms and Conditions of Services, at law or otherwise, suspend or terminate Customer's use of the Services in accordance with the EcoStruxure Manufacturing Compliance Advisor Terms and Conditions of Services if Customer violates this AUP or authorizes or helps any person to do so, or with respect to End Users de-activate its user account to the Services.

Eurotherm may report any activity that it has reasonable reason to suspect it violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Eurotherm's reporting may include disclosing appropriate Customer information, End Users information, Customer Data and/or End User Data. Eurotherm also may 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.

Modifications. Eurotherm reserves the right to modify this AUP at any time without notice.

Reporting. Customer and End Users are required to immediately report to Eurotherm (i) any event or issue which could compromise the security or functionality of the Services or any System, and (ii) any known violation of this AUP.

Questions. For questions regarding this AUP, please refer to the Support Policy at <https://eurotherm.com/ecostruxure-manufacturing-compliance-advisor/tos/>