

## ACCEPTABLE USE POLICY

**Updated:** January 22, 2019

This Acceptable Use Policy ("AUP") sets forth guidelines for acceptable use of Ericsson Edge Gravity's unified delivery network and systems (the "UDN") and its services, software and products ("Ericsson Services") by our customers, resellers and other users of the UDN and Ericsson Services (each, a "Customer"). This AUP shall apply equally to the Customer's employees and any other person or entity that is provided access to the UDN /or Ericsson Services directly or indirectly by the Customer ("Users"). Ericsson Edge Gravity reserves the right to modify the AUP at any time and any such modification is effective when posted on <https://edgegravity.ericsson.com/legal/>. Continued use of UDN's products and/or services constitutes acceptance of the AUPs, as modified. Customer shall (i) ensure that its Users comply with this AUP and (ii) be responsible for violations of this AUP by Customer or its Users.

### INAPPROPRIATE AND ILLEGAL USE

Customer shall not use the UDN and Ericsson Services (i) to transmit, distribute, or store material that is inappropriate, as reasonably determined by Ericsson Edge Gravity, or material that is illegal or violate any applicable domestic or foreign laws or regulations; (ii) in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights; (iii) to transmit, distribute or store material that is defamatory, libelous, indecent, obscene, pornographic, enables online gambling or inconsistent with the generally accepted practices of the Internet community.

Customer shall not (i) change or otherwise create derivative works of any software accessed through any of the Ericsson Services, (ii) reverse engineer or decompile the software used to access the Ericsson Services or do anything to derive the source code of any such software, (iii) copy or change an Ericsson Service, or access or use the Ericsson Services in a way to avoid incurring fees or exceeding usage limits, or otherwise in a way not expressly permitted herein, or (iv) resell the Ericsson Services as is or share or use the Ericsson Services to provide rental, hosting or timesharing service to any other person.

### SYSTEM AND NETWORK SECURITY

Customer is prohibited from violating or attempting to violate the security of the UDN and Ericsson Services, or any third party network, system, server, or account or to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the UDN and Ericsson Services, or any other network or equipment, or other users. Violations of system or network security are prohibited, and may result in criminal and civil liability, in addition to suspension or termination of the Ericsson Services. Ericsson Edge Gravity will investigate incidents involving suspected violations and may involve, and will cooperate with, law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: (i) accessing data, servers, accounts, databases, etc. which such Customer is not authorized to access, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network, (ii) impersonating Ericsson Edge Gravity personnel, (iii) unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network, (iv) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing," (v) forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting, (vi) taking any action in order to obtain services to which such Customer is not entitled, or (vii) attempting to utilize another party's account name or persona without authorization from that party.

Customer is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Ericsson Services.

### INTELLECTUAL PROPERTY

If Customer, Users or any third party believe its copyright-protected work was delivered through UDN without authorization, such entity may submit a copyright infringement notification. Be sure to consider whether fair use, fair dealing, or a similar exception to copyright applies before submitting any request. These requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf.

Please note that requesting removal of content by submitting an infringement notification is initiating a legal process. Do not make false claims. Misuse of this process may result in the suspension of Customer account or other legal consequences.

Please direct claims of copyright infringement, including notices or counter-notices pursuant to DMCA to: Ericsson Edge Gravity, Legal Department, 2755 Augustine Drive, Santa Clara, CA 95054

mail: [support@edgegravity.ericsson.com](mailto:support@edgegravity.ericsson.com)

## EMAIL AND USENET

Customer shall not use the UDN or Ericsson Services to send unsolicited mail messages (SPAM), including, without limitation, commercial advertising and informational announcements, and/or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). Further, Customer is prohibited from using the service of another provider to send spam or to otherwise promote a site hosted on or connected to the Ericsson Edge Gravity network. Before using the Ericsson Edge Gravity network to send email messages, Customer shall obtain permissions from the recipient and offer options for unsubscribing, as required under applicable federal and state law. In addition, this AUP applies to any email or content transmitted by Customer or on Customer's behalf which uses a UDN account as a mailbox for responses or promotes content hosted or transmitted using UDN facilities, or which indicates in any way that UDN was involved in the transmission of such email or content.

## ERICSSON RIGHTS AND REMEDIES

If Customer becomes aware of any content or activity that violates this AUP, Customer shall take all necessary action to prevent such content from being routed to, passed through, or stored on the UDN. To the extent Ericsson Edge Gravity becomes aware of any content or activities that Ericsson Edge Gravity deems, in its sole discretion, to be in violation of this AUP, Ericsson Edge Gravity may immediately block access to such content, suspend or terminate any affected Services, or take any other actions Ericsson Edge Gravity deems appropriate. Ericsson Edge Gravity shall be solely responsible for determining if any content or action violates this AUP.

Further, Ericsson Edge Gravity reserves the right to terminate or suspend Ericsson Services if the continued provision of such services would violate law or otherwise harm the Ericsson Edge Gravity group, the UDN, Ericsson Services or customers. Ericsson Edge Gravity also reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that Ericsson Edge Gravity deems responsible for the wrongdoing. Ericsson Edge Gravity will endeavor to provide notice to Customer prior to suspension or termination of Ericsson Services but may immediately suspend or terminate in instances where continued provision of Ericsson Services would have a material adverse effect on Ericsson Edge Gravity. Ericsson Edge Gravity shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from Ericsson Edge Gravity's exercise of its rights under this AUP.

Ericsson Edge Gravity receives complaints directly from Internet users, through Internet organizations and through other parties. Ericsson Edge Gravity shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. Ericsson Edge Gravity has no obligation to forward the complaint to the User or to identify the complaining parties.

## ABUSE COMPLAINTS

Complaints regarding illegal use or system or network security issues should be sent to [support@edgegravity.ericsson.com](mailto:support@edgegravity.ericsson.com)