

Embedded Connectivity Solutions (ECS) Acceptable Use Policy (AUP)

AUS Information Systems policy with respect to the appropriate use of the AUS Information Systems Service. The AUP is available on AUS Information Systems website: www.ausis.com/AUS-AUP.pdf, is a part of this Agreement and is subject to change without notice.

AUS Information Systems, LLC Acceptable Use Policy (“AUP”) with respect to its customers for use of AUS Information Systems Services (“Services”) shall include the following: All customers who use the Services must agree to and must comply with this AUP. AUS Information Systems may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services if AUS Information Systems determines, in its sole discretion, that such transmission or use may be unlawful. AUS Information Systems will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, violation of this AUP may result in the suspension or termination of the Services. The following constitute violations of this AUP:

- A. Unlawful use:** Using the Services to transmit any material (by email or otherwise) whose transmission is unlawful under any law applicable to such transmission.
- B. Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- C. Threats:** Using the Services to transmit any material (by email or otherwise) that threatens or encourages bodily harm or destruction of property.
- D. Harassment:** Using the Services to transmit any material (by email or otherwise) that unlawfully or otherwise harasses another.
- E. Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes”, unregistered sales of securities, securities fraud and “chain letters.”
- F. Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited while using the Services. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- G. Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- H. Unauthorized access:** Using the Services to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AUS Information Systems or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- I. Copyright or trademark infringement:** Using the Services to transmit any material (by email or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

J. Collection of personal data: Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

K. Reselling the services: Reselling the Services without AUS Information Systems authorization.

L. Network disruptions and unfriendly activity: Using the Services for any activity that adversely affects the ability of other people or systems to use either AUS Information Systems Services or other parties' Internet-based resources. This includes specifically but without limitation public Wi-Fi or streaming applications (unless specifically waived by AUS Information Systems in writing), or other excessive consumption of network or system resources whether intentional or unintentional, including "denial of service" (DoS) attacks against another network host or individual user. To the extent not otherwise provided for in a written Agreement with a User, AUS Information Systems reserves the right to impose reasonable usage surcharges for excessive consumption with 15 days prior written notice of its intention to do so. Interference with or disruption of other network users, network services or network equipment is prohibited.

M. Moving AUS Information Systems equipment to any other location without AUS Information Systems prior written consent is strictly prohibited.

In addition, you shall defend, indemnify, and hold harmless AUS Information Systems from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from your breach of any provision of this Agreement.

AUS Information Systems is under no obligation to monitor your usage, bandwidth, transmissions and content of this Service. However, anyone using this Service agrees that AUS Information Systems may monitor the usage, bandwidth, transmissions and content of the Service periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Service properly or to protect itself, its network and its users. AUS Information Systems reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.

The failure of AUS Information Systems to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to the principles of conflict of law thereof.