

## **Vbrick Acceptable Use Policy**

This Acceptable Use Policy (“AUP”) establishes what behavior is prohibited for any licensed customer’s user (“User”) of Vbrick’s systems, network, and related services (including without limitation access and use of subscription Rev and DMEs) (“the Vbrick System”).

### **Illegal or Improper Use**

Users may not use (or encourage, promote, facilitate or instruct others to use) the Vbrick System for the transmission (including uploading to and streaming from the Vbrick System) or storage of content, images, or video, which:

- are harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, harmful to minors, hateful, or racially, ethnically or otherwise objectionable;
- the User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- constitutes unsolicited or unauthorized advertising, including without limitation, promotional materials, “junk mail,” “spam,” “chain letters,” or “pyramid schemes”;
- by doing so violates any laws or regulations, including export control laws; or
- by doing so may subject Vbrick to criminal or civil liability, with such being solely determined by Vbrick.

### **System Use**

Users shall not take any of the following actions without Vbrick’s express authorization:

### **General Use:**

- Seeking access to or use of another party’s data or any part of the Vbrick System not contemplated by the User’s applicable license(s);
- Any attempt to probe, scan or test the vulnerability of the Vbrick System or to breach security or authentication measures;
- Monitoring of data or traffic on the Vbrick System not contemplated by the User’s applicable license(s);
- The rebroadcasting of non-User media, such as television network and third-party internet feeds without appropriate third party consents;
- Falsification of Origin, including without limitation the forging of TCP-IP packet headers or any part of a message or transmission describing its origin or route, except that this prohibition does not include the use of aliases;
- Load or stress testing any part of the Vbrick System;

- Denial of service activities such as inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective; or
- Intentional interference with or overloading of any part of the Vbrick System, or service to any other User, including without limitation by mail bombing, news bombing, broadcast attacks, or flooding techniques.

### **Use, Bandwidth, and Storage:**

- Content delivery network (“CDN”) publishing points are provisioned by Vbrick for the express purposes of supporting video distribution by the Vbrick System of webcast events and associated testing to named, anonymous, and consumption based Users. Streaming to CDN publishing points outside of production webcasting and webcast testing, including without limitation any use outside of the Vbrick System is prohibited, including without limitation any form of continuous streaming, such as video surveillance or IPTV applications.
- Video on Demand (“VOD”) CDN integrations are provided by Vbrick for the express purpose of enabling recorded video distribution by the Vbrick System for named, anonymous, and consumption based Users. Use of VOD CDN integrations for caching outside of the Vbrick System is prohibited.
- If a User’s license includes unlimited CDN streaming for named users, such usage shall be limited to live streaming events, VOD, and any other uses reasonably contemplated by the User’s applicable license(s). . Continuous streaming use, including without limitation streaming for digital signage, IPTV, surveillance, and any form of constant playback from cloud CDN is prohibited.
- Any cloud storage provided by Vbrick is limited per the User’s license purchase and the User is responsible for reducing usage or purchasing more storage as needed.

Vbrick may notify User of actions they have taken which breach the terms of this AUP and any such violation of this AUP may result in immediate suspension or termination of all services, including without limitation use of the Vbrick System, with no liability to Vbrick.

Vbrick may notify User of actions they have taken (intentionally or inadvertently) which expose a previously unidentified vulnerability or opportunity for exploitation of the Vbrick System not contemplated by this AUP or the User’s applicable license(s) (“New Vulnerability”). If User is asked to desist in actions regarding a New Vulnerability, they must do so until such New Vulnerability has been addressed by Vbrick. Any violation of such a request to desist in such actions regarding a New Vulnerability by a User after such a request may result in (a) immediate suspension or termination of all services, including without limitation use of the Vbrick System, with no liability to Vbrick and (b) additional service charges being owed to Vbrick by the User, equaling no less than additional costs incurred by Vbrick as a result of the use or exploitation of the New Vulnerability by the User.

Violations of network security are prohibited, and may result in criminal and civil liability. Vbrick investigates all such incidents and will involve and cooperate with law enforcement for any potential criminal violations.

Vbrick reserves the right to modify the AUP at any time, effective upon posting of the modified AUP to the Vbrick website.

**Abuse**

For complaints regarding illegal use or system or network security issues, please contact Vbrick at [support@vbrick.com](mailto:support@vbrick.com).