



External-Facing Services Policy

1. Scope

This External Facing Services Policy (“**Policy**”) applies to the services offered by enautics, inc. or its affiliates to the extent customer uses such services (e.g., VidSync, SegmentSync, OptiSync or MeetingSync) for the creation and hosting of, or for posting material on, external-facing websites (the “**External- Facing Services**”).

2. Effective Date of this Policy Update

September 15, 2016

3. Changes to Policy

enautics may change this Policy by posting an updated version of the Policy at www.enautics.com and such updates will be effective upon posting; provided however, that any updates to the Policy that impose, on an existing customer, new material obligations or restrictions (applicable to functionality included in customer's External Facing Services subscriptions as of the start date of the customer's then current subscription term) will not apply to such customer until that customer's next Order for External Facing Services. Once a Policy update takes effect for a customer, the customer's use of any External-Facing Services will be subject to the updated policy.

4. Violations

A customer's violation of this Policy will be considered a material breach of the master subscription agreement and/or other agreement governing the customer's use of the External-Facing Services.

5. Prohibited Material

Customers may not use External-Facing Services to display, store, process or transmit, or permit use of External-Facing Services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- b. Obscene, excessively profane material or otherwise objectionable material;
- c. Hate-related or violent material including material advocating discrimination or racial, religious or ethnic intolerance or material advocating or advancing computer hacking or cracking;
- d. Material related to phishing or drug paraphernalia;
- e. Malicious Material;
- f. Unlawful software;
- g. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- h. Material that violates or encourages conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

6. Prohibited Actions

Customers may not, and may not allow any third-party, including its users, to use an External-Facing Service to:

- a. Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward multi-level marketing, such as pyramid schemes and the like or engage in any unauthorized commercial purpose;
- e. Engage in phishing;
- f. Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations;
- g. Use the External Facing Services in any manner that violates any applicable industry standards, third party policies or requirements that enautics may communicate to its users, including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other accepted industry associations, carrier guidelines or other industry standards;
- h. Transmit material that may be harmful to minors;
- i. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- j. Impersonate another person, entity or ENAUTICS (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- k. Violate the rights (such as rights of privacy or publicity) of others;
- l. Promote or encourage illegal activity;
- m. Interfere with other users' enjoyment of an External-Facing Service;
- n. Engage in activity in connection with illegal peer-to-peer file sharing;
- o. Engage in or promote gambling, or run a gambling operation;
- p. "Mine" bitcoins and other cryptocurrencies;
- q. Sell, distribute or export prescription drugs or other controlled substances;
- r. Sell, distribute or promote drug paraphernalia;
- s. Access (including through any interfaces provided with an External-Facing Service), any ENAUTICS product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- t. Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;
- u. Perform significant load or security testing without first obtaining ENAUTICS's written consent;
- v. Remove any copyright, trademark or other proprietary rights notices contained in or on the Service or reformat or frame any portion of the web pages that are part of the Service's administration display;
- w. Access a third party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via

a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or

- x. Use the External Facing Service in any manner that would disparage Enautics.

7. U.S. Digital Millennium Copyright Act

Each customer must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the “**DMCA**”) or the European Union Council Directive 2000/31, On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market or other counterparts or their local counterparts, (ii) publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and (iii) comply with that description.

If ENAUTICS receives a notice alleging that material on a customer’s instance of an External-Facing Service infringes another party’s intellectual property, ENAUTICS may disable that customer instance of the External-Facing Service or remove allegedly infringing material. If ENAUTICS receives more than one such notice for the same customer, ENAUTICS reserves the right to immediately terminate such customer’s subscriptions to the External-Facing Service as deemed necessary by ENAUTICS to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties’ rights.