Acceptable Use Policy

for Hexagon Manufacturing Intelligence Cloud Services Agreement

When accessing or using the Platform or Services, in addition to all other Agreement terms, you must at all times comply with this Acceptable Use Policy (AUP). Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the applicable Hexagon Manufacturing Intelligence Cloud Services Agreement.

1. You will NOT:

   a) use a false identity or the credentials of another person.
   b) share user credentials, IDs or passwords.
   c) attempt to access any portion of the Platform or Services you are not authorized to access.
   d) access or use the Platform or Services to build or provide a similar or competitive offering, product or service.
   e) attempt to remove, defeat or circumvent any license manager, technology, or protections that prevent or limit the unauthorized access, use or copying of the Platform or Services.
   f) use, encourage, or instruct others to use the Platform or Services for any deceptive, fraudulent, illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is deceptive, fraudulent, illegal, harmful, or offensive.
   g) use the Platform or Services to violate the security or integrity of any network, system, device or software.
   h) distribute, publish, or facilitate the sending of unsolicited mass e-mail or other messages or solicitations (such as “spam”), including commercial advertising.
   i) sell, license, rent, lease, outsource, disclose, distribute, transfer, assign, or otherwise make available to any third party the Platform or Services, unless expressly permitted by Hexagon in writing.
   j) copy, reproduce, modify, translate, publicly display or make derivative works of the Platform or Services, unless expressly permitted by Hexagon in writing.
   k) decompile, disassemble or otherwise reverse engineer the Platform or Services, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Platform or Services.
   l) attempt to stress, probe, or perform penetration testing on the Platform or Services, unless expressly permitted by Hexagon in writing.
   m) use the Platform or Services for commercial time-sharing, rental, outsourcing, service bureau or similar use.
   n) interfere with the proper functioning of the Platform or Services, or attempt to overburden or negatively impact the performance thereof.
   o) send or store on the Platform or Services any sensitive or special categories of data, or export-sensitive data, that imposes specific data security or data protection obligations or governmental regulations on Hexagon, including, but not limited to: (i) sensitive or special categories of personal data or personal information under applicable data protection or privacy laws and regulations; (ii) payment card or similarly sensitive information that imposes specific data security obligations for the processing of such data under applicable law; (iii) data that is determined by any government to require protection against unauthorized disclosure for reasons of national security (e.g., U.S. government classified data); (iv) export-sensitive data such as data controlled under the U.S. International Traffic in Arms Regulations, or data on the U.S. commerce control list, or on the EU dual use control list, or similar government export control lists. You acknowledge and agree that the Services are not intended for use or transmission of any such data.

2. You will protect your access credentials from unauthorized access, and will ensure that your use of the Platform or Services at all times complies with applicable laws. When accessing the Platform or Services, you will take all reasonable precautions to protect its security, including appropriate measures to prevent viruses and other malware.

3. Hexagon and its Affiliates reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the Platform or Services, disable access to, or modify any content or resource that violates this AUP or any other agreement Hexagon or its Affiliates have with you for use of the Platform or Services. Hexagon and its Affiliates may
report any activity they suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

4. Hexagon and its Affiliates reserve the right to modify and update this AUP in their discretion and you agree to comply with such updated terms of this AUP as a condition to continued access and use of the Platform and Services.