

CUSTOMER CODE OF CONDUCT

1. Terms of Reference

Symplast LLC ("Symplast") provides a variety of software applications on a software-as-a-service basis (the "Service") for use by our customers. This Customer Code of Conduct document (the "Document") sets out the rules governing the use of any of these Services, and any data, documents, images, content, etc. (the "Data") that may be submitted to a Service. You are responsible for all Data that you upload to the Service or otherwise create using the Service. By using a Service, you (as the "Customer") agree to the rules set out in this Document.

The current version of this Document is posted on the Symplast website at www.symplast.com. Symplast reserves the right to change the Document from time to time, any changes becoming effective from the time of posting. Symplast will notify all Customers of any updates.

2. Restrictions

In addition to any other terms and conditions of the Master SaaS Agreement, YOU AGREE TO ABIDE BY THE FOLLOWING RULES IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF THE SERVICE:

a. You will not share passwords or other access information or devices or otherwise authorize any third party to access or use the Service on your behalf.

b. You will not engage in unlawful or illegal activity, including, without limitation, by engaging in unauthorized access or unauthorized use of the Service or any accounts, computers or networks related to the Service.

c. You will not view any information that you are not authorized to view nor will you attempt to view or obtain any data through any means from the Service that you are not authorized to access or view.

d. You will not use the Service to breach or violate any confidentiality obligations or privacy requirements, including, without limitation, by collecting or harvesting confidential information.

e. You will not use the Service to misappropriate or violate the rights of any third party, including, without limitation, using the Service to store, send, or make available materials protected by intellectual property rights of third parties without the permission of the owner of the intellectual property rights, unless otherwise permitted by applicable law.

f. You will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the software or Service, nor will you add any other notices or markings to the software or Service or any portion thereof.

g. You represent, warrant and covenant that you have all necessary rights in and to all Data you upload to the Service or otherwise create using the Service, and that the storage of such Data on the Service is proper and legal.

h. You will not damage, disrupt, interfere with, diminish, or render inaccessible or unusable the Service or others' equipment or software or others' data, communications or use of the Service, or attempt to do so, or encourage or assist others to do so.

i. You will not initiate a denial of service attack from or against the Service or release a virus, trojan horse, worms or other malware or spyware from or against the Service.

j. You will not use the Service to engage in fraudulent activity.

k. You will not use the Service to perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data.

l. You will not use the Service to abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.

m. You will not use the Service to libel or defame others.

n. You will not use the Service to store, host, view or distribute child pornography.

o. You will not resell or charge others for the Service, either directly or indirectly.

p. You will not attempt to reverse engineer, decompile, disassemble or other attempt to obtain the source code or any software provided or made accessible in connection with the Service.

q. You will not take any action that encourages or assists others in engaging in any acts prohibited under this Agreement (including, without limitation, providing others with the ability to access data they should not be able to access).

r. You will not use the Service to misrepresent your identity or impersonate any person.

s. You will not use the Service for commercial purposes that are unrelated to Customer.

t. You will abide by reasonable administrative directives issued by Service Provider from time to time concerning the access or use of the Service.

3. Breaches of this Policy

Unless otherwise set forth in the Master SaaS Agreement between you and Symplast, Symplast reserves the right to edit or remove any Data at its sole discretion for any reason, without notice or explanation, if Symplast reasonably believes that the Data breaches the terms as described in this Document.

Without prejudice to this general right and our other legal rights, unless otherwise set forth in the Master SaaS Agreement between you and Symplast, if you breach this Policy in any way, or if Symplast reasonably suspects that you have breached this Policy in any way, Symplast may:

- a. send you one or more formal warnings;
- b. temporarily suspend your access to a part or all of the Service; and/or
- c. permanently prohibit you from using a part or all of the Service.

4. Banned Users

Where Symplast suspends or prohibits your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

5. Monitoring

Notwithstanding the provisions of this Code of Conduct, Symplast does not actively monitor Data.