

ACCEPTABLE USE POLICY

By using the X-Rite Services, You agree to abide by the terms and restrictions of this Acceptable Use Policy (the “AUP”). The AUP is incorporated into any agreement between You and X-Rite that references this AUP (Your “Agreement”). Capitalized terms used, but not defined, herein have the meaning attributed them in Your Agreement. X-Rite may modify or change this AUP at any time and provide You notice of such changes by posting the modified AUP to its site. Such modified AUP will become effective as to Your use of the X-Rite Services on the latter of (i) its posting to the X-Rite site or (ii) as otherwise set forth in Your Agreement with X-Rite. X-Rite reserves the right, but does not undertake the obligation, to investigate any violation of its AUP and to report any activity that it reasonably believes violates applicable law. If You violate this AUP, or assist or encourage others to violate this AUP, X-Rite may suspend or terminate Your access to the Services.

You are independently responsible for Your own compliance with all laws applicable to Your conduct and Your use of the X-Rite Services. In addition, You agree not to engage in any of the following prohibited activities:

No Violation of the Security or Integrity of the Services or System; No Unauthorized Access.

You will not use the Services to violate the security or integrity of those Services or of any System used to provide those Services. You will not monitor any traffic or data on Systems used to provide the Services without X-Rite’s permission. You will not forge any packet header, email header, or any other portion of a message describing its origin or route.

You will not use the Services, nor access any System used to provide the Services, without authorization from X-Rite. You will not access any Service or restricted area within a Service to which you are not permitted access under Your Agreement with X-Rite. You will not attempt to probe, scan, or test the security measures of any System used to provide the Services. You will not access or use the Services in a manner designed or intended to exceed usage quotas or limits placed upon Your account, nor in any manner designed to avoid the incurrence of additional fees based on such use.

You will not attempt to modify, alter, or otherwise create derivative works from any software to which You are provided access as part of Your receipt of the Services, nor will You attempt to disassemble, decompile, or reverse engineer such software except where expressly permitted to do so by applicable law.

No Interference with the Normal Function of the Services.

You will not use the Services or access any System used to deliver the Services in any manner that interferes with or disrupts the Services or such Systems, including initiation of a Denial of Service attack or other high volume, automated attempt to access the Systems or Services. You will neither insert nor permit the insertion of any Malicious Code and You will take all commercially reasonable actions and precautions to prevent the introduction or proliferation of any Malicious Code into any System used to provide the Services. “Malicious Code” means (i) any code, program, or subprogram the knowing and intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program, or sub-program itself or (ii) any device, method, or token that permits any person to circumvent, without authorization, the security of any software or System containing the code.

No Illegal, Harmful or Offensive Conduct.

You will not use the Services in any manner that violates any applicable law, including, without limitation, the uploading of content that violates the intellectual property or other proprietary rights of third parties. You will not use the Services, including by uploading any content, in a manner that is illegal, harmful, obscene, abusive, deceptive, defamatory, or offensive.