



MAXRECALL TECHNOLOGIES, INC. ("MAXRECALL")
ACCEPTABLE USE POLICY ("AUP")

MaxRecall maintains this AUP to help ensure the secure operation of its systems and to provide a framework for taking the appropriate steps, when necessary, to guard against the display, storage and distribution of content that could be unreasonably harmful to others. MaxRecall is a strong advocate for and protector of free speech interests, and accordingly seeks to exercise its rights and obligations under this AUP in a fair and content-neutral manner.

With these interests in mind, unless otherwise agreed in writing between MaxRecall and Customer, MaxRecall requires that Customer not use the Services to:

- display, store, distribute or otherwise make available any content that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, invasive of another's privacy, or would be understood as promoting, advocating, or giving support to any acts or intended acts of violence;
- operate a file sharing service;
- operate a content distribution network (CDN), or operate nodes for a CDN;
- operate a video or audio streaming service;
- administer IRC;
- operate a peer-to-peer networking service;
- provide web proxying or other anonymizing services to hide the origin of network traffic;
- harm or seek to harm minors in any way;
- impersonate any person or entity;
- forge headers or otherwise manipulate identifiers to seek to disguise the origin of any content transmitted through the Services
- display, store, distribute or otherwise make available any content that Customer does not have a right to make available, whether because prohibited by law, contract, fiduciary duty or other reason (for example, inside company information, protected confidential information, other party's trade secrets);
- display, store, distribute or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any

party

- transmit any unsolicited or unauthorized communication, advertising, promotional materials, “junk mail,” “spam,” “chain letters,” or information about “pyramid schemes” including communications in violation of MaxRecall's Zero Tolerance Policy for Unsolicited E-mail/Black Listing set forth below;
- display, store, distribute or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Services or servers or networks connected to the Services, or fail to follow any requirements, procedures, policies or regulations of networks connected to the Services;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- collect or store personal data about other users without those users' informed consent, in violation of applicable law, or otherwise in connection with any prohibited conduct and activities set forth in the paragraphs above

Zero Tolerance Policy for Unsolicited Email/Black Listing

MaxRecall maintains a zero tolerance policy for use of its Third Party Service Provider's network or products in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial email that does not comply with the U.S. CAN-SPAM Act of 2003 (“Spam”). In the event that Customer uses the Services in a manner prohibited by this AUP, or in the event any MaxRecall issued IP address is Black Listed (as discussed below), MaxRecall may terminate the Master Services Agreement and seek remedies as set forth in this AUP.

“Black Listing” occurs when a Third Party Service Provider (e.g. Spamhaus) determines, in its discretion or according to its own guidelines or policies, that a MaxRecall issued IP address is a frequent source of unsolicited e-mail. Black Listing results in the IP address (or multiple IP addresses in the same IP range) being rendered unable to send email to certain Third Parties. If an IP address assigned or used by Customer or any Customer End User is found to be Black Listed, MaxRecall may suspend or terminate the Services immediately, and without obligation to refund, without prior notice.

In addition to the remedies set forth above, Customer agrees to pay a fee of \$200 for each instance in which an IP address or a block of IP addresses assigned to Customer or its Customer End User becomes the subject of Black Listing.

The remedies available to MaxRecall as set forth in this AUP survive termination of the Master Services Agreement.