

Acceptable Use Policy

This Acceptable Use Policy ("AUP") describes prohibited use of, and/or access to, Dell's infrastructure, networks, cloud-based offerings, systems, services, web sites, accounts, and products (the "Dell Resources"). In this AUP, "User" means Dell's customers and those that access the Dell Resources through Dell customers. By using or accessing the Dell Resources, User agrees to comply with the current version of this AUP. **If User violates this AUP or authorizes or helps others to do so, Dell may (in addition to any other rights Dell may have), in its sole discretion, suspend or terminate User's access to, or use of, the Dell Resources.**

Violations

User may not upload content or use the Dell Resources in a manner or for a purpose that Dell believes:

1. Violates any applicable law or regulation (a "Law"), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and/or illegal gambling;
2. Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, advocates violence, or otherwise inappropriate;
3. Violates or infringes the rights of others, including for example by infringing or misappropriating any intellectual property rights of another;
4. Advocates or encourages illegal activity;
5. Stalks, harasses, or harms anyone, including minors;
6. Impersonates any person or entity or misrepresents User's affiliation with a person or entity;
7. Modifies, alters, or tampers with (including attempts to self-repair) any software included in the Dell Resources;
8. Except where allowed by Law, reverse engineers, disassembles, or decompiles the Dell Resources;
9. Accesses or uses the Dell Resources in a way intended to avoid fees or exceeding usage limits or quotas;
10. Interferes with or disrupts the Dell Resources;
11. Uses any high-volume automated means (including robots, spiders, scripts or other methods) to access the Dell Resources;
12. Attempts to gain unauthorized access to any part of the Dell Resources, by hacking, password mining, or other means;
13. Violates the security or integrity of the Dell Resources, including by:
 - a. Accessing or using the Dell Resources without permission, including attempts to probe, scan, or test the vulnerability of the Dell Resources or to breach any security or authentication measures used by the Dell Resources;
 - b. Monitoring data or traffic on the Dell Resources without permission;
 - c. Forging packet or email headers, or any part of a message describing its origin or route;
 - d. Uploading any content that contains viruses, worms, corrupt files, Trojan horses, or other forms of harmful code, or any other content that may compromise the Dell Resources; or
 - e. Hacking, destabilizing, or making unauthorized changes to the Dell Resources, or altering another website to falsely imply it is affiliated with the Dell Resources;
14. Connects to any users, hosts, or networks where User does not have permission to communicate with such users, hosts, or networks, such as:
 - a. Monitoring or crawling the Dell Resources in any way that would disrupt their performance or operation;
 - b. Conducting denial of service attacks;

- c. Interfering with the operation of Dell Resources, including by attempting to overload the Dell Resources; or
 - d. Operating network services like open proxies, open mail relays, or open recursive domain name servers;
15. Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements; or
16. Collects replies to messages if those messages violate this AUP.

The examples of prohibited conduct listed above are not comprehensive. Dell has the sole discretion to determine whether User content or User's use of the Dell Resources is a violation of this AUP. All User content, and/or actions that are performed via User's account, are the sole responsibility of User.

Consequences of Violations

Any violation of this AUP by User will be considered to be a material breach of the corresponding contract between Dell and User. If User violates this AUP, Dell reserves the right, in its sole discretion, to apply the remedies provided in the applicable contract with User or available to Dell at Law (e.g. suspension and/or termination of User's access to the Dell Resources).

In addition, Dell reserves the right to investigate any potential violation of this AUP or misuse of the Dell Resources. Among other actions, Dell may perform the following:

1. Remove, disable access to, or modify any data or content that violates this AUP; and
2. Report any activity that potentially violates any Law to law enforcement, regulators, or other appropriate third parties. This may include disclosing appropriate User content and information where necessary.

Reporting

User is required to immediately report any violation or suspected violation of this AUP to Dell. User will provide Dell with assistance, as requested, to address those events or violations. Any reports must be made to Dell by email (Dell_Legal_Notices@dell.com).