



COLT Acceptable Use Policy

This COLT Acceptable Use Policy (“**AUP**”) forms part of each Service Contract for COLT Services and sets out certain prohibited uses of COLT Services. Capitalized terms that are not defined in this AUP shall have the meaning given to them in the applicable Service Contract.

By using a COLT Service, Customer acknowledges and agrees that it shall:

- a) use the Service only in accordance with the Service Contract;
- b) not use the Service:
 - (i) for any unlawful purposes;
 - (ii) in a fraudulent or deceptive manner; or
 - (iii) in any other way which might be harmful to others and/or to COLT;
- c) not intercept or attempt to intercept any data that passes through COLT’s network;
- d) not use the Service to transmit or receive any data which:
 - (i) is illegal;
 - (ii) contains any virus, malware or other harmful code; or
 - (iii) infringes COLT’s or any others’ intellectual property rights;
- e) configure, connect and design its network and IT infrastructure (including the integrity and security thereof) in accordance with recognized best practices to mitigate the risk of being a target or a source of disruptions or network defects or attacks;
- f) comply with all applicable laws and regulations;
- g) not use the Service to gain, or attempt to gain, unauthorized access to any system or network (including, for example, to conduct network probing, unauthorized monitoring, network mapping, vulnerability scanning or exploitation of system mis-configuration);
- h) take all reasonable organizational and technical measures to prevent the disclosure to any unauthorized person of any user names, passwords or security certificates;
- i) inform COLT immediately if Customer becomes aware of:
 - (iv) any security breach which has occurred in connection with the Service;
 - (v) any fraud that has occurred in connection with Customer, COLT equipment or the Service; or
 - (vi) any of the passwords issued by COLT to Customer having become known to any unauthorized user;
- j) only connect to COLT’s network equipment or networks that are approved for use by COLT as communicated to Customer and that are compliant with acceptable industry standards;
- k) comply with all reasonable instructions and directions of COLT in relation to the use of the Service; and
- l) meet applicable regulations regarding the safety of COLT personnel who access the Customer’s Premises.

Customer further acknowledges and agrees that COLT shall have the right, but no obligation, to investigate violations of this AUP. Such investigation may include cooperating with law enforcement and regulatory authorities.