

## **Aeon™ Software Acceptable Use Policy (the “Policy”)**

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2. If you access, retrieve, download or reproduce materials posted using Aeon™ Software or Atlas Servers, you represent and warrant to Atlas that any such action and all uses you make of the materials will be in compliance with all applicable laws, including copyright laws, and any other applicable restrictions.
3. You agree to not use or permit use of Aeon™ Software or Atlas Servers (a) in a way prohibited by law, regulation, governmental order or decree, (b) to violate the rights of others, (c) to try to gain unauthorized access to or disrupt any service, device, data, account or network, (d) to spam or distribute malware, (e) in a way that could harm the Atlas Servers or impair anyone else’s use of them, (f) in any application or situation where failure of Atlas Servers could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, or (g) for any purpose that is unlawful or prohibited by this Policy.
4. You agree to not use Aeon™ Software or Atlas Servers to post any illegal material or material that would constitute a criminal offense, give rise to civil liability or violate any local, state, national or international law.
5. You agree to not post advertisements using Aeon™ Software or Atlas Servers, or use them for any commercial solicitations of any kind.
6. Atlas reserves the right to immediately, within its sole discretion and without prior notice, to remove any material posted to Atlas Servers and/or terminate access to Atlas Servers in the event of any violation of or failure to comply with this Policy or for any other reason. You hereby release, waive and relinquish any claim or cause of action against Atlas and its service providers with respect to removal of any materials from Atlas Servers and/or termination of access to Atlas Servers.
7. If you believe materials posted to Atlas Servers infringe your copyright, or that materials have been improperly removed from Atlas Servers due to an allegation of copyright infringement, you may notify Atlas pursuant to its [Copyright Infringement Notification Policy](#).

### Copyright Infringement Notification Policy

Atlas will not tolerate copyright infringement of any kind. Atlas does not, however, monitor materials posted for copyright infringement. If you believe that any material posted to an Atlas server or site infringes your copyright, you may seek to have the material removed by sending Atlas' designated agent **Dan Specht, 5712 Cleveland Street, Suite 200, Virginia Beach, VA 23462, dspecht@atlas-sys.com, fax: 757-467-7875** ("Atlas Designated Agent") a written notification that includes the following information ("Infringement Notice"):

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Atlas to locate the material;
- information reasonably sufficient to permit Atlas to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a written notice complying with the above requirements, Atlas will act to remove or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity, and will take reasonable steps to notify the subscriber at whose direction the material is residing on an Atlas server or other Atlas site that it has removed or disabled access to the material. Such subscriber may seek to have Atlas replace the removed material or restore access to it by providing the Atlas Designated Agent a written notification that includes the following information:

- a physical or electronic signature of the subscriber;
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- the subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside the U.S., to the jurisdiction of the Federal District Court for the Eastern District of Virginia, and that subscriber will accept service of process from the person who provided the Infringement Notice or an agent of such person

Upon receipt of a notice meeting the above requirements, Atlas will provide a copy of the notice to the person who provided the Infringement Notice, and inform such person that Atlas will replace the removed material or cease disabling access to it in 10 business days; and will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notice, unless the Atlas Designated Agent first receives notice from the person who submitted the Infringement Notice that such person has filed an action seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on the Atlas server or other Atlas site.