

Acceptable Use Policy

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are prohibited by ShoreTel, Inc. on behalf of itself and its affiliates, subsidiaries and providers ("ShoreTel"). All ShoreTel customers and their employees, contractors, officers, directors or agents using ("Users") any services provided by ShoreTel under an agreement with ShoreTel ("Service" or "Services") are covered by this AUP.

This Policy is subject to change from time to time, with all changes effective upon posting at www.shoretel.com. ShoreTel encourages Users to review this Policy regularly.

1. Services should not be used in any way that is unlawful, harmful to or interferes with use of ShoreTel's network or systems, or the network of any other provider, or interferes with the use of the Services by others. Users should not share their User names or passwords with any other party or User.
2. Users may only use the Services in a manner that, in ShoreTel's sole discretion, is consistent with the purposes of such Services and as permitted by the agreement under which the Services are provided.
3. Users must not engage in any activity that either (i) harms ShoreTel, the network operated by ShoreTel, the Services or any User, or (ii) interferes with the network operated by ShoreTel, the provision of the Services by ShoreTel or the use of the Services by any User.
4. Services also may not be used for any of the following purposes ("Prohibited Uses"):
 - a. to violate any law, rule, or regulation;
 - b. to engage in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior;
 - c. to post multiple messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
 - d. to engage in calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
 - e. to post or transmit any information or software that contains a virus, worm, cancelbot or other harmful component;
 - f. without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring data or traffic, (c) probing, scanning, and/or testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
 - g. to conduct or forward pyramid schemes, charity requests or chain letters unless approved in writing by ShoreTel;
 - h. to mail bomb, flood, overload attack or otherwise interfere with a system or network;
 - i. to send unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to, or does, provoke complaints;
 - j. to send unsolicited marketing, publicity or advertising messages to any recipient unless such recipient has consented to receiving the marketing message, has a means to opt-out of receipt and the message clearly identifies the source or originating entity of the marketing message;
 - k. to falsify User or other identifying information provided to ShoreTel or to other Users of the Services;

- l. to violate any trademark, copyright, or any other intellectual property right, law or provision, or to violate an acceptable use policy of any third party provider;
- m. to engage in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted;
- n. to engage in auto-dialing or predictive-dialing (sometimes referred to as “robo-dialing”) except as permitted by written agreement with ShoreTel;
- o. to participate in continuous or extensive chat line or conference calls that is inconsistent with the customer’s standard business use;
- p. to engage in the use of free conference calling or similar services to participate in traffic stimulation practices or schemes that result in excessive charges;
- q. to engage in the use of an open telephone line as a monitoring, intercom or similar service;
- r. for repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to, or does, provoke complaints;
- s. for long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) or calls placed to specific numbers for the purpose of generating charges or fees for or with a third party;
- t. for engaging in unsolicited marketing, advertising or other activities including, but not limited to, activities that violate anti-spam laws and regulations such as CASL, the CAN SPAM Act of 2003, the Do-Not-Call Implementation Act and/or the Telephone Consumer Protection Act;
- u. for collecting information about others including phone numbers or email addresses;
- v. for restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet; or
- w. violating the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Websites, USENET, or other applications or services accessed through the Services.

If customer is purchasing SMS services from ShoreTel, then to the extent applicable, User also must follow industry guidelines when using the Services including, but not limited to the following: (a) the Mobile Marketing Association Code of Conduct for Mobile Marketing (as may be amended), which can be found here: <http://www.mmaglobal.com/files/codeofconduct.pdf>; and (b) the U.S. Consumer Best Practices Guidelines for Messaging from the Mobile Marketing Association, which can be found here: <http://www.mmaglobal.com/documents/us-consumer-best-practices>.

- 5. Violation of this Policy may result in civil or criminal liability, and ShoreTel in its sole discretion, may immediately terminate permission for the User to use the Services, or any portion of the Services, and may charge User any applicable rates and cancellation or termination fees, in addition to any remedy that ShoreTel may have at law or in equity. In addition, ShoreTel may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to ShoreTel stating that they have been harmed by a User’s failure to abide by this Policy or the policies listed above. ShoreTel may bring legal action to enjoin violations or collect damages caused by any violation of any part of this Policy.
- 6. Any violations or attempted violations of this Policy by any User (or any third party on behalf of any User) will constitute a violation of this Policy by the User and a material breach of any applicable agreement.
- 7. ShoreTel’s failure to enforce this policy in every instance in which it might have been violated does not amount to a waiver of ShoreTel’s rights then or in the future.

8. IN NO EVENT WILL SHORETEL BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF SHORETEL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF SHORETEL IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN SHORETEL AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.
9. Any complaints regarding a violation of this AUP by a User should be sent to aup@ShoreTel.com. Where possible, include any details that would assist ShoreTel in investigating and resolving the complaint.
10. Nothing in this Policy will limit or be deemed a waiver of any rights or protections of ShoreTel under any written agreement between ShoreTel and a customer that applies to a User.