

# Colfax Cloud Service Terms

## Version 1.3

The following are the terms of service applicable to all persons (“You”) who engage in projects through which access is granted to a cloud computing resource (“Cloud”) hosted and managed by Colfax International (“Us”).

## Acceptable Use

1. You may use the Cloud to evaluate, benchmark and validate computational applications and to learn programming techniques for the computing environments available in the Cloud.
2. You must abide by the license and usage terms of any software that you use on the Cloud, including, but not limited to, compilers, performance libraries, science packages and diagnostic tools.

## Prohibited Use

3. You must not use the Cloud to engage in any illegal, unethical or malicious activity. Prohibited usage includes, but is not limited to, the sending of unsolicited bulk email (spamming); exploiting the cloud resources for cyber-attacks on our and third-party computer systems; traffic snooping; exploring or exploiting vulnerabilities in Cloud software.
4. We specifically prohibit the following activities in the Cloud:
  - cryptocurrency mining
  - “scraping” (automated download of information from public resources)

- storing and processing of any materials (video, images, datasets, software, and others) in violation of the copyright law or licensing rules for these materials.

In addition to the above, we may treat as prohibited activity any usage of Cloud resources for purposes not related to the business project through which you received access to the Cloud.

## Termination of Access

5. We reserve the right to terminate your access to the Cloud at any time if we detect malicious or prohibited activity, observe signs that you are preparing for such activity, or for any other reason.
6. If your access is terminated preliminarily, our liability to you is limited to the amount that you have paid us for the access period that was terminated. If you have not paid us for access or paid a third party for access, we shall not be liable for any loss or inconvenience on your part.

## Data Security

7. We will use the methods known to us to protect any data that you transfer to the Cloud from exposure to other users and to the outside networks. However, we make no guarantees of your complete privacy, and we shall not be liable for any data leaks due to software vulnerabilities not known to us, due to your own actions, or due to a security oversight on our part.
8. By using the Cloud, you expressly grant us the right to inspect your data, software, and your activity for signs of malicious or prohibited actions or intents. If you have confidential or sensitive code or data, do not upload these items to the Cloud.

## Consent to Receive Communication

- 9.** You agree to receive from us email communication related to your usage of the Cloud and your experience. For example, we may send you notices of account activation and termination, downtime notifications, and announcements of changes.
- 10.** If you gained access through a “Try Before You Buy” program or some other project that expressly relates your access to the possibility of business transactions between you and us, you also agree to receive messages regarding our products and services. You will be able to unsubscribe from the business communication if you wish.

## Information Sharing with Business Partners

- 11.** If access to the Cloud was provided through a project involving Colfax's business partners, you also allow us to share your registration information and usage data with that partner. You may also be bound by additional terms set forth by the partner and disclosed to you at or before your registration for access.

## Account Transfer

- 12.** You are not allowed to share or transfer your account to a third party who has not acknowledged these terms.

## Changes

- 13.** We reserve the right to make changes to these Terms at any time.

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