

Acceptable Use Policy

A. General

Pharsight Corporation and its affiliates (collectively, “**Pharsight**”) provides certain software products (collectively, the “**Software**”) online to its customers through its network, systems and facilities (“**Infrastructure**”). Pharsight has formulated this Acceptable Use Policy (“**AUP**”) in order to ensure the appropriate use of the Software and the Infrastructure by our customers, their end-users, and any other parties who use or access the Software or the Infrastructure (collectively, “**Users**”). All Users must comply with this AUP and all customers must cause all of their Users to comply with this AUP. All customers agree that they are responsible and liable for their Users and all acts or omissions of their Users. Pharsight reserves the right to change this AUP from time to time and will notify Users by posting a revised copy of the AUP on the Pharsight’s web site. By using or accessing the Software or Infrastructure, Users, on behalf of themselves and the customers from whom they have gained access to the Software, as applicable, agree to be bound by the terms of this AUP. Any indirect or attempted violation of this policy by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of the policy by the User and the applicable customer and the User and customer shall be held directly accountable therefor.

B. Restrictions on Use

Users shall not use the Software or Infrastructure to transmit, distribute, or store material: (a) in violation of any applicable law, regulation, or judicial order; (b) that violates the terms of this AUP, the terms of any applicable agreement with Pharsight, or any other applicable Pharsight policy; (c) that interferes with or adversely affects the Software or Infrastructure or use of the Software or Infrastructure by other Pharsight customers; or (d) that may expose Pharsight to criminal or civil liability. Users shall cooperate with Pharsight in investigating and correcting any apparent breach of this AUP. Users shall be solely responsible for any material that they store, maintain, transmit, download, view, post, distribute, or otherwise make available in the Software or Infrastructure.

In particular, but without limiting the more general prohibitions in this AUP, Users shall not use the Software or Infrastructure, or assist anyone else to use the Software or Infrastructure, to:

1. Transmit, distribute or store information or material that, as reasonably determined by Pharsight, is (a) inappropriate, obscene (including child pornography), defamatory, threatening, abusive, advocating violence, or which violates a law, regulation, or public policy; (b) harmful to or interferes with Pharsight’s provision of Software, the Infrastructure, or any third party’s networks, equipment, applications, services, or web sites (e.g., viruses, worms, Trojan horses, etc.); (c) would infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); (d) fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as “phishing”); or (e) violates generally accepted standards of Internet usage;
2. Attempt to disrupt, degrade, impair, or violate the integrity or security of the Software or Infrastructure or the computers, data, information, services, accounts, or networks of any other party (e.g., “hacking,” “denial of service” attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Pharsight;
3. Avoid incurring charges or otherwise being required to pay for Software; or
4. Violate the applicable acceptable use policies of other ISPs when data, content, or other communications are carried across the networks of such ISPs.

C. Rights and Remedies

Pharsight has no responsibility for any material or information created, stored, maintained, transmitted, or accessible on or through the Software or Infrastructure by any User and is not obligated to monitor or exercise any editorial control over such material. In the event that Pharsight becomes aware that any such material may violate this AUP and/or expose Pharsight to civil or criminal liability, Pharsight reserves the right to investigate such material, block access to such material, and suspend or terminate any User’s access to the Software without liability. Pharsight further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Pharsight believes is responsible for such violation. Pharsight also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way Pharsight’s rights and remedies at law or in equity that may otherwise be available.