

EIGHTFOLD ACCEPTABLE USE POLICY

This **Acceptable Use Policy** ("AUP") provides instructions on how an individual or organization ("You" or "Your," as applicable) may use and interact with Eightfold's website and Services (collectively, the "Services"). Importantly, this AUP also provides guidance on what constitutes misuse of Eightfold's Services, either because the activity violates applicable law, or because it poses a risk to Eightfold's Services or other Eightfold customers. Unless otherwise defined herein, capitalized terms used in this AUP have the same meaning as set forth in the Master Subscription Agreement or other governing agreement (each individually and/or collectively, "Agreement") between Eightfold and You, as our Customer. For the purposes of this AUP, a visitor to Eightfold's website is deemed to be a Customer. This AUP is legally binding on You, and You are responsible for compliance with this AUP by Your Authorized Users' and Affiliates' access and/or use of our Services.

UPDATES TO THIS AUP

Eightfold may, from time to time, revise this AUP by posting an updated version on the Eightfold website and such updates will be effective upon posting. Your continued use of the Services constitutes Your acceptance of any updates to this AUP.

PROHIBITED USES

You may **not** use the Eightfold Services:

- In any way that breaches, promotes the breach of, or violates any applicable local, state, national, or international law or regulation, governmental orders, case law or precedent, or industry standards, including but not limited to:
 - Employment, labor, anti-discrimination, and equal opportunity laws;
 - Data privacy laws (e.g., GDPR, CCPA, HIPAA); and
 - Anti-spam, export control, and anti-bribery regulations.
- In any way that is unlawful, fraudulent, deceptive, misleading.
- In any way that is harmful to Eightfold's business operations or reputation.
- In any way that disrupts or otherwise negatively impacts any aspect of the Services.
- To engage in, encourage or act in any manner likely to cause harm, including efforts to gain unauthorized access to non-public information.
- To store, transmit, generate, or make available (i) content that is infringing, libelous, unlawful, tortious or in violation of third-party rights; (ii) content or technology that harms, interferes with, or limits the normal operation of the Services, including monitoring traffic or data; or (iii) material advocating or advancing criminal hacking, cracking, or phishing.
- To engage in or facilitate unsolicited messaging, including SMS, emails, and/or unauthorized robocalling.
- To reverse engineer, copy, disassemble, or decompile the Services.
- To create or transmit violent, hateful, or harassing material.

AUP COMPLIANCE AND ENFORCEMENT

Eightfold reserves the right, but not the obligation, to monitor Your use of the Services to ensure compliance with this AUP and investigate any suspected violations. A violation of this AUP may result in the suspension or termination of Customer's access to and use of the Services and Eightfold may report any unlawful activity to appropriate legal authorities.