



## Acceptable Use Policy

### 1. INTRODUCTION

The purpose of this Acceptable Use Policy ("AUP") is to describe the acceptable conduct in using OpenText cloud services ("Services"), as well as such conduct that is unacceptable and not permitted. If you have any questions regarding this AUP, please contact us at <https://www.opentext.com/contact>.

Each Customer is responsible for its violations of this AUP and violations by its Authorized Users. In the interest of maintaining a high quality service for Customers and the general public, OpenText asks everyone subject to this AUP to report any suspected violation of this AUP to OpenText at <https://www.opentext.com/contact>.

Subject to applicable laws and the respective Cloud Services Agreement, OpenText:

- will, in its discretion, enforce compliance with this AUP through monitoring the use of the Services and may take any of the actions described in Section 5 below, including suspending or terminating an individual user account or the full Services;
- may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing;
- may remove any Material where OpenText determines it to be necessary to comply with the law or which may subject OpenText to liability or which may violate this AUP.

OpenText does not exercise editorial control over any Customer Material processed, created or accessible using the Services. Customer is solely responsible for losses which result from Customer Material or violation of this AUP.

OpenText's failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of its right to do so at any time.

### 2. GENERAL USE, SECURITY, AND BACK UP

Effective prevention of harm to users of the Services or to the Service itself requires the participation of every individual user:

- 2.1 **Password.** Your password provides access to your account. You are responsible for keeping your password secure, and you may not share your password and account access, including account name(s), passwords, personal identification numbers ("PIN"), security tokens or similar information or devices used for identification and authorization purposes, with unauthorized users. You must immediately notify OpenText in the event you become aware of, or suspect, any unauthorized use of a user account or account password issued to you or any other breach of security. You must adopt adequate security measures to prevent or minimize unauthorized use of your account, including choosing a password that is not easy to guess and changing it regularly.
- 2.2 **User Authentication.** You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server, account, software or service you are not expressly authorized to access, or probing the security of other servers, accounts, software, services or networks. Use or distribution of tools designed for or which have the functionality of compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing tools, cracking tools or network probing tools. You may not attempt to interfere with service to any user, host or network. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, denial of service attacks and attempts to "crash" a host. Users who violate service, systems or network security may incur criminal or civil liability. OpenText will cooperate with investigations of violations of other services, systems or network security, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
- 2.3 **Backup.** In addition to the backup efforts utilized by OpenText, as may be further detailed in the Cloud Services Agreement, OpenText recommends you perform regular backups of your data and regularly perform a data "dump" (archive) of all your files stored in the Services. Any sensitive or important files should be backed up on your local computer system or storage facilities/services prior to uploading them to the Services.

### 3. UNACCEPTABLE CONDUCT

If your use of the Services causes harm to the Services or causes harm to others or if you encourage, facilitate, or assist any third party, or if you do any of the following, you will be in violation of this AUP:

- 3.1 engage in activity that harms or disrupts the operation or performance of the Services;
- 3.2 misrepresent your identity, impersonate any person or attempt to gain access to or illegally track any account, user, data, device, service, system, or network related to the Services;
- 3.3 use or manipulate the Services in any manner not expressly permitted by OpenText;
- 3.4 use the Services in a manner that results in excessive bandwidth usage, as determined by OpenText (see also Section 4 below);

- 3.5 use the Services and/or upload or download any Material to or from the Services for any illegal purpose, or to publish, post, share, copy, store, backup or distribute any illegal files or data, including infringing, obscene, threatening, libelous, or otherwise unlawful or tortious Material, including Material that is harmful to children or that violates privacy rights;
- 3.6 use the Services to publish, post, share, copy, store, backup or distribute Material protected by intellectual property rights of a third party unless you own or have necessary rights to such Material;
- 3.7 use the Services to publish, post, share, create, copy, store, backup or distribute Material that contains viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or any other similar software that may damage the operation of the Services or another person's device, service or property;
- 3.8 use or upload any Material, including but not limited to, code that as a condition for use may require disclosure or mandatory licensing of proprietary or other code (including source code); any Material used or uploaded by Customer in connection with the access and use of the Services must: (i) comply with OpenText and other applicable license and service terms; and (ii) not disrupt or cause harm to any of OpenText's or any third party's systems or environments.
- 3.9 engage in online activities that would permit or encourage other parties to cause damage to the Services;
- 3.10 except as expressly permitted under applicable law, directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services;
- 3.11 alter or modify or bypass any disabling mechanism, which may be included in Services, including tampering with the security of the Services or tampering with other customer accounts of OpenText;
- 3.12 assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services;
- 3.13 remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services or copy any ideas, features, functions, or graphics of the Services;
- 3.14 build or assist someone else to build a competitive solution using similar ideas, features, functions, or graphics of the Service, or allow any person or entity that offers or provides services that are competitive to or with OpenText's products and/or services to use or access the Services, or encourage any other Customer to use a service that competes with the Services;
- 3.15 use the Services to send unsolicited advertising and/or promotional materials, including, without limitation, 'spam' or bulk e-mail, including without limitation any use of the Services in violation of the Telephone Consumer Protection Act, the Junk Fax Prevention Act, or the CAN-SPAM Act, as well as the laws and regulations implementing the "Privacy and Electronic Communications" directive issued by the European Union (2002/58/EC) and any replacement legislation;
- 3.16 attempt to probe, scan or test the vulnerability of the Services or to breach the security or authentication measures without proper authorization;
- 3.17 use the Services or upload any Material to the Services in furtherance of or in connection with any activity that violates applicable local, state or national laws and regulations, including, but, not limited to: (i) export and import control laws of Canada, the United States, the European Union, or other countries; (ii) export restrictions administered by the U.S. Department of Commerce Bureau of Industry and Security; (iii) economic and trade sanctions imposed by the U.S. Department of Treasury Office of Foreign Asset Control; (iv) laws relating to data privacy, international communications and the transmission of data; or
- 3.18 use any artificial intelligence (AI) system provided with the Services to: (i) generate content that may harm or promote the harm of individuals or a group, such as: facilitating methods of harassment or bullying to intimidate, abuse, or insult others; or generating content that may have unfair or adverse impacts on people, particularly impacts related to sensitive or protected characteristics; (ii) make automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare); (iii) mislead others into thinking that generative AI content was created by a human. Unacceptable risk usage (as defined in the EU AI Act or per industry standards) is prohibited.

#### **4. NETWORK PERFORMANCE**

The Services, and accounts provided thereon, operate on shared network resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. You are prohibited from misusing network resources in a manner that impairs network performance.

#### **5. CONSEQUENCES OF VIOLATIONS OF THIS AUP**

OpenText may take action in response to complaints, including but not limited to any one or more of the following:

- 5.1 written or verbal warnings;
- 5.2 suspend certain access privileges;
- 5.3 suspend your user account or the Services;
- 5.4 terminate your user account or a respective Cloud Services Agreement;
- 5.5 bill you for any administrative costs and/or reactivation charges;

- 5.6 bring legal action to enjoin or prohibit further violations and/or to collect damages, if any, caused by violations of this AUP; or
- 5.7 take any action as directed by a governmental agency, court, regulator or law enforcement agency having jurisdiction.

## 6. GENERAL TERMS

- 6.1 THE TERMS OF YOUR USE OF THE SERVICES, AND CERTAIN LIMITATIONS OF LIABILITY, EXCLUSION OF WARRANTIES, AND INDEMNIFICATION ARE DETAILED IN THE CLOUD SERVICES AGREEMENT BETWEEN OPENTEXT AND YOU OR YOUR COMPANY. IN THE CASE OF ANY CONFLICT BETWEEN THIS AUP AND THE CLOUD SERVICES AGREEMENT, THE TERMS OF THE CLOUD SERVICES AGREEMENT SHALL CONTROL.
- 6.2 You acknowledge that you have read this AUP and understand it and agree to be bound by all its terms and conditions. If any provision of this AUP is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the AUP shall remain in effect. The parties intend that the provisions of this AUP be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this AUP as is possible. This AUP will inure to the benefit of and be binding upon the parties, their permitted successors and assigns.

## 7. INTERPRETATION

In this AUP, unless the context requires otherwise, capitalized terms set out herein have the following meanings.

- 7.1 “**Authorized User**” means any employee or contractor of Customer or other individual or entity who is authorized by Customer to access and use the Services or who use the Services under Customer’s account.
- 7.2 “**Cloud Services Agreement**” means any subscription services agreement between Customer and OpenText regarding the provision of Services by OpenText.
- 7.3 “**Customer**”, “**you**”, and “**your**” means the Customer authorized under a Cloud Services Agreement to access and use the Services and includes the Customer’s Authorized Users.
- 7.4 “**Material**” means all forms of communication, data, code or content, including, but not limited to, documents, graphics, images, , software, software code or executable programs, Customer-created code or content, audio or video recordings, and anything Customer or its users creates, uploads, stores, sends, receives, or shares through the Services. Customer is responsible for complying with all terms of use for any Material when using the Services.
- 7.5 “**OpenText**” means OpenText Corporation and/or any subsidiary or affiliate of Open Text Corporation.

OPENTEXT MAY REVISE THIS POLICY AT ANY TIME, INCLUDING BY POSTING A NEW VERSION AT THIS WEBSITE [www.opentext.com/agreements](http://www.opentext.com/agreements).

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