



Acceptable Use Policy

1. INTRODUCTION

OpenText is committed to protecting its customers, partners, and their employees using OpenText's cloud services (the "**Services**") from harm by individuals, either knowingly or unknowingly. The purpose of this Acceptable Use Policy ("**AUP**") is to describe the acceptable conduct in using the 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/about/contact-us/contact-opentext>.

Customers are responsible for violations of this AUP 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 <https://www.opentext.com/about/contact-us/contact-opentext>.

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

- will, in its own 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 Materials 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 the content of any Material created or accessible over or through the Services.

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 individuals using the Services or to the Services itself involves and 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 (e.g., Smartcard), 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. OpenText recommends a complex password that includes at least eight characters that combine letters, numbers, and symbols, and which is changed regularly (*i.e.*, at least once per quarter).
- 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 or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, 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 systems or network security may incur criminal or civil liability. OpenText will cooperate with investigations of violations of systems or network security at other sites, 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 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 OpenText Services. Any sensitive or important files should be backed up on your local computer system prior to uploading them to the Services.

3. UNACCEPTABLE CONDUCT

If your use of the Services causes harm to the Services or cause harm to others or if you encourage or assist any third party, or if you yourself 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, system, or network related to the Services;
- 3.3 use or manipulate the Services in any manner not permitted by us;
- 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 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 third party 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, 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 or property;
- 3.8 engage in online activities that would encourage other parties to cause damage to the Services;
- 3.9 directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services;
- 3.10 alter or modify any disabling mechanism, which may be included in Services, including tampering with the security of the Services or tamper with other customer accounts of OpenText;
- 3.11 assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services;
- 3.12 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;
- 3.13 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 Customer to patronize a service that competes with the Services;
- 3.14 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 of the EU member states implementing the directive "Privacy and Electronic Communications" issued by the EU on 12 July 2002 (2002/58/EC);
- 3.15 attempt to probe, scan or test the vulnerability of the Services or to breach the security or authentication measures without proper authorization; or
- 3.16 Use the Services in furtherance of or in connection with any activity that violates applicable laws and regulations: (i) relating to export restrictions, administered by the U.S. Department of Commerce Bureau of Industry and Security; (ii) relating to arms and defense weapons, administered by the U.S. Department of State's Directorate of Defense Trade Controls; or (iii) relating to economic and trade sanctions imposed by the U.S. Department of Treasury Office of Foreign Asset Control.

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. While OpenText uses industry standard efforts with regard to server uptime, the Services are based upon extremely complex file sharing systems and will always remain fallible no matter what precautions are taken. Furthermore, service interruptions can be caused by circumstances which are outside OpenText's control, for example, telecom-owned router outages, which are between your computer system and OpenText servers.

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 in total;
- 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 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, or law enforcement agency having jurisdiction.

6. GENERAL TERMS

- 6.1 THE TERMS OF YOUR AUTHORIZED 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. This AUP, along with the respective Cloud Services Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This AUP shall not be modified except by a written agreement signed by a duly authorized representative of OpenText; *provided, however*, no purchase order or similar document issued by you shall modify this AUP even if signed by OpenText. If any provision of this AUP is found invalid or unenforceable, the remainder of this AUP shall remain valid and enforceable according to its terms. 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 successors and assigns, except that you may not assign or transfer this AUP without OpenText's prior written consent.

7. INTERPRETATION

In this AUP, unless the context requires otherwise the 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 are 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 communications including documents, narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.
- 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.

Revision: May 1, 2020