

## ACCEPTABLE USE POLICY (AUP)

This Acceptable Use Policy (“**AUP**”) outlines the rules and guidelines for the use of Octai's software as a service (“**SaaS**”) platform, services, and features (collectively referred to as “**Services**”) provided by Aigoritma, Inc. (“**Octai**” or “**Company**”) to its customers (“**Customer**”). By using the Services, the Customer agrees to comply with this AUP and all applicable laws and regulations.

By accepting this Agreement (“**Agreement**”), either by clicking a box indicating the acceptance, executing an Order or other document that references this Agreement, by using (or making any payment for) the Services, or by otherwise indicating Customer's acceptance of this Agreement.

### 1. Authorized Users and Customer Data

1.1. Authorized Users: The Customer may permit its employees, agents, and independent contractors (“**Authorized Users**”) to use the Services for the same purposes permitted for the Customer under this Agreement. The Customer is responsible for ensuring that all Authorized Users comply with this AUP and shall be liable for any breach of this AUP by its Authorized Users.

1.2. Customer Data: “**Customer Data**” refers to all data stored by or on behalf of the Customer or at the Customer's direction in the Services. The Customer retains ownership of the Customer Data and is responsible for its content and legality. The Company will handle Customer Data as specified in its Data Processing Agreement.

### 2. Restrictions on Use

2.1. Prohibited Activities: The Customer shall not use the Services for any illegal, abusive, harmful, offensive, or unauthorized purpose. Prohibited activities include but are not limited to:

- a. Licensing, sublicensing, selling, transferring, distributing, sharing, renting, leasing, or otherwise permitting third parties to use the Services.
- b. Attempting to copy, modify, create derivative works from, reverse engineer, decompile, disassemble, or discover the source code or underlying structure of the Services.
- c. Accessing the Services to build a competing product or service.
- d. Transmitting any content that is offensive, harassing, libelous, abusive, threatening, harmful, or otherwise objectionable.
- e. Violating or attempting to circumvent applicable law or any third-party rights.
- f. Modifying or removing any proprietary rights notices in the Services.

### 3. Support and Availability

3.1. Technical Support: The Company will provide technical support to the Customer during working hours, five days a week. Support inquiries can be initiated through the support team within the application or by emailing [support@octai.com](mailto:support@octai.com).

### 4. Intellectual Property Rights and License Grant

4.1. Ownership: The Company and its licensors retain all rights, title, and interest in the Services, including intellectual property rights and proprietary information. The Customer shall not reproduce, modify, distribute, display, or create derivative works based on the

Services without express written permission from the Company.

- 4.2. License Grant: Subject to the terms of this Agreement and payment of all Subscription Fees, the Company grants the Customer a non-exclusive, non-transferable, non-sublicensable license to use the Services for internal business purposes only during the Subscription Term.

## **5. Usage Data**

- 5.1. Data Collection: The Company may collect, analyze, and utilize Usage Data for internal business purposes, such as security, analytics, and service improvement. The Usage Data will be used in an aggregate or anonymized form that does not reveal the identity of the Customer or its Users.

## **6. Data Privacy and Anonymized Data**

- 6.1. Compliance with Data Privacy Laws: The Customer agrees to comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and any other relevant data privacy laws and regulations ("Data Privacy Laws"). The Customer shall ensure that any data uploaded or processed through the Services complies with the requirements of Data Privacy Laws.
- 6.2. Anonymized Data: The Customer acknowledges that certain data processed through the Services may be considered personal data under Data Privacy Laws. To ensure compliance with such laws, the Customer shall refrain from uploading or processing any non-anonymized personal data, unless it has obtained explicit consent or has a valid legal basis under Data Privacy Laws to do so.
- 6.3. Data Anonymization: The Customer shall take all necessary measures to anonymize any personal data uploaded to the Services before processing or sharing it. Anonymization should render the data unable to identify any individual or data subject directly or indirectly, ensuring compliance with Data Privacy Laws.
- 6.4. Data Processing Agreement: To address the processing of personal data, the parties shall enter into a separate Data Processing Agreement ("DPA"), which will govern the processing of any personal data by the Company as a data processor on behalf of the Customer. The DPA shall incorporate the necessary provisions to ensure compliance with Data Privacy Laws and outline the respective rights and obligations of the parties with regard to personal data processing.
- 6.5. Indemnification: The Customer shall indemnify and hold the Company harmless from any claims, liabilities, fines, penalties, or damages arising out of or related to the Customer's failure to comply with Data Privacy Laws or its uploading of non-anonymized personal data to the Services.
- 6.6. Data Retention: The Company shall retain Customer Data in accordance with the terms specified in the Data Processing Agreement or as required by applicable Data Privacy Laws. Upon termination of the Agreement, the Company will make all Customer Data available for electronic retrieval by the Customer for a period specified in the Data Processing Agreement. After this period, the Company may delete all Customer Data, with no further obligation to continue storing such Customer Data.

## **7. 7. Termination**

- 7.1. Termination: This Agreement commences on the Effective Date and continues until the Customer maintains an active Subscription to the Services or is terminated as outlined in this Agreement. Either party may terminate this Agreement upon written notice

in case of a material breach by the other party.

## **8. General**

- 8.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law principles. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware.
- 8.2. **Entire Agreement:** This AUP, along with the Master Subscription Agreement, constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior and contemporaneous agreements, whether oral or written.
- 8.3. **Amendments:** The Company reserves the right to modify this AUP at any time. The Customer will be notified of any significant changes to this AUP, and continued use of the Services after such notification will constitute acceptance of the updated terms.

By accepting this Agreement, the Customer confirms that they understand the importance of complying with Data Privacy Laws and that they will ensure that any data uploaded or processed through the Services adheres to the principles of data anonymization as required by applicable data protection and privacy regulations. The Customer also agrees to enter into a Data Processing Agreement with the Company to regulate the processing of personal data and to indemnify the Company for any breaches of this clause.