

## VISIER ACCEPTABLE USE POLICY

*Last updated: March 11, 2025*

This document sets forth the Visier Acceptable Use Policy ("Acceptable Use Policy") referenced in the MSA entered into by and between Visier and Customer. This Acceptable Use Policy is governed by the MSA and all provisions of the MSA apply to this Acceptable Use Policy. If there is any conflict between this Acceptable Use Policy and the MSA, the MSA will prevail with respect to matters within its scope. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the MSA. For purposes of this Acceptable Use Policy, the terms "We/we", "Us/us", and "Our/our" shall refer to Visier, and the terms "You/you" and "Your/your" shall refer to the Authorized User.

### 1. Scope

This Acceptable Use Policy applies to your access to and use of the SaaS Services.

### 2. Prohibited Material

You may not to use the SaaS Services to display, store, process or transmit, or permit use of SaaS Services to display, store, process or transmit:

- a. material that infringes or misappropriates a third party's Intellectual Property Rights or proprietary rights;
- b. hate-related or violent material (such as racial slurs, threats of violence, or incitement to hatred), and/or material advocating discrimination against individuals or groups;
- c. obscene, excessively profane material or otherwise objectionable material;
- d. material advocating or advancing criminal hacking, cracking, or phishing;
- e. material related to illegal drugs or paraphernalia;
- f. malicious material;
- g. unlawful software;
- h. malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious files, scripts, agents or programs; or
- i. material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

### 3. Prohibited Actions

You may not use the SaaS Services to:

- a. generate or facilitate unsolicited commercial communications (spam);
- b. imitate or impersonate another person or create false accounts;
- c. data mine or harvest any web property to find external contact or other user account information;
- d. sell, exchange with, share with or distribute to a third-party any personal information without legal authority to do so;
- e. send, upload, distribute or disseminate, or offer to do the same, with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful, violent, or otherwise objectionable material, or promote, support or facilitate unlawful, hateful, discriminatory, or violent causes;
- f. intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- g. use the SaaS Services in any manner that violates commercially acceptable standards, third party policies or requirements that Visier may communicate;
- h. transmit material that may be harmful to minors;
- i. violate the rights (such as rights of privacy or publicity) of others;
- j. promote, facilitate or encourage illegal activity;
- k. interfere with other users' use and enjoyment of the SaaS Services;
- l. access (including through any interfaces provided with the SaaS Services), any Visier product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- m. operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;

- n. remove any copyright, trademark or other proprietary rights notices contained in or on the Service or reformat or frame any portion of the web pages that are part of the service's administration display;
- o. use the SaaS Services in any manner that would disparage Visier;
- p. access the SaaS Services for purposes of monitoring availability, performance or functionality of the SaaS Services, or for any other benchmarking or competitive purposes;
- q. alter, modify, copy, or adapt any component of the SaaS Services, including without limitation, translating, decompiling, reverse engineering, disassembling or creating derivative works;
- r. use the SaaS Services for any malicious purpose;
- s. make any component of the SaaS Services available to any other person or legal entity directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement; or
- t. use or permit the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the SaaS Services except with prior written approval from Visier.

4. Violations

You agree that your violation of this Acceptable Use Policy is deemed a breach of the Agreement and may trigger the termination and suspension provisions of the MSA.

5. Policy Updates

Visier may update this Acceptable Use Policy from time to time in its sole discretion by posting the updated Acceptable Use Policy to Visier's Trust Site at <https://www.visier.com/trust/docs/acceptable-use-policy/>. Updates to this Acceptable Use Policy posted during the term of an Order will not serve to modify the version of this Acceptable Use Policy applicable to you during the remainder of such term. Upon renewal, the version of this Acceptable Use Policy current as of the renewal date will become effective with respect to the SaaS Services.

**End Visier Acceptable Use Policy**