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## FIVE QUARTERS ACCEPTABLE USE POLICY

This Acceptable Use Policy (“**AUP**”) applies to use of Five Quarters’ online subscription services (“**Subscription Services**”), and Five Quarters’ dashboard (the “**Website**”). We refer to Five Quarters as ‘Five Quarters,’ ‘we,’ ‘our,’ or ‘us,’ and to customers and users of our Subscription Services, and to users of our Website, as ‘you’ or ‘your’. If you are using our Subscription Services, then your use and our provision of the subscription services are governed by our Subscription Agreement, available at <https://fusebit.io/legal>, or such other applicable agreement between you and Five Quarters as applies to your access to and use of the subscription services (each, a “**Service Agreement**”).

We may suspend or terminate your use of the Subscription Services or Website for violation of this AUP, subject to any qualifications specified in your Service Agreement, if applicable.

### A. Use of the Subscription Services

You may not:

- Interfere or attempt to interfere in any manner with the functionality or proper working of the Subscription Services or Website;
- Upload to the Subscription Services or Website, or use the Subscription Services or Website to store or transmit material in violation of any third-party privacy or data protection rights;
- Upload to the Subscription Services or Website, or use the Subscription Services or Website to store or transmit any malware. Malware means programming (code, scripts, active content, and other software) that is designed to disrupt or deny operation, gather information that leads to loss of privacy or exploitation, or gain unauthorized access to system resources, or that otherwise exhibits abusive behavior. Malware includes computer viruses, worms, trojan horses, spyware, dishonest adware, scareware, crimeware, most rootkits, or other malicious or unwanted software or programs;
- Upload, transmit or otherwise process any Protected Health Information (PHI) or any other regulated data or information in violation of any applicable law or regulation.
- Upload, transmit or otherwise process any Payment Card Information (PCI) in violation of any applicable Payment Card Information Security Standards or other similar requirements.
- Interfere with or disrupt the integrity or performance of the Subscription Services or Website or third-party data stored or processed with the Subscription Services or Website or attempt to gain unauthorized access to the Subscription Services or Website or their related systems or networks, including through denial of service, fuzzing or similar attacks;
- Attempt to probe, scan, penetrate or test the vulnerability of a Five Quarters system or network, or to circumvent, avoid or breach Five Quarters’ security or authentication measures, whether by passive or intrusive techniques, or by social engineering, except with Five Quarters’ express prior written consent; Attempt to reverse engineer any of Five Quarters’ services or technology (including the Five Quarters Platform), including as a means to find vulnerabilities or avoid security measures;
- Use any domain name or URL that includes, or is confusingly similar with, in whole or in part, the trademarks, service marks or names of Five Quarters, any other Five Quarters customer, or any third party (a “Domain Violation”). Five Quarters may determine whether a Domain Violation

exists in its sole and absolute discretion. Without limiting any of Five Quarters' other remedies, Five Quarters may immediately suspend or delete any subscription that Five Quarters determines constitutes a Domain Violation, at any time, with or without notice, without liability of any kind, in its sole and absolute discretion.

## **B. Shared Resources**

You may not use Five Quarters systems, networks or technology in a way that unnecessarily interferes with their normal operation, or that consumes a disproportionate share of their resources. (Your use of Subscription Services will not be considered disproportionate if it is consistent with the usage entitlements for which you have subscribed.) You agree that Five Quarters may quarantine or delete any data stored on Five Quarters' systems or networks if Five Quarters reasonably believes that the data is infected with any malware, or is otherwise corrupted, and has the potential to infect or corrupt Five Quarters systems, networks or technology or other customers' data that is stored or accessed via Five Quarters systems, networks or technology.

## **C. Abuse**

You may not use Five Quarters' network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any unauthorized attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Subscription Services or Website or other networks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of the Subscription Services or Website to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Subscription Services or Website to commit fraud;
- Any conduct that is likely to result in retaliation against the Five Quarters Subscription Services or Website, or Five Quarters' employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS); or
- Use of the Subscription Services or Website to facilitate competition with Five Quarters, including through establishment of accounts that do not fairly represent their purpose, or for benchmarking purposes not authorized by Five Quarters.

You acknowledge and agree that Five Quarters has a compelling interest in minimizing opportunities for phishing attacks against Five Quarters or any of its customers or users. You therefore agree that, if you are or become the owner of any domain name that includes or (as determined by Five Quarters in its reasonable discretion) is confusingly similar to any trademark, service mark or names of Five Quarters or any of its products or service offerings then, by subscribing to the Subscription Services, or by renewing your subscription, you hereby grant Five Quarters the irrevocable option to purchase such domain name

from you, at any time, by delivery of written notice to you to that effect, for a one-time fee of twenty five US dollars (US \$25.00). You hereby agree (i) to execute any documentation required by Five Quarters to effect such purchase, (ii) that damages will be an inadequate remedy if you refuse to immediately effect such purchase, and (iii) that Five Quarters will have the right, in addition to any other rights it has, to obtain in any court of competent jurisdiction (regardless of any agreement to arbitrate between you and Five Quarters), an order for specific performance or mandamus to enforce such option, without requirement to post bond or other security of any kind.

#### **D. Offensive Content**

You may not publish, transmit or store on or via Five Quarters' networks or equipment any content or links to any content that Five Quarters reasonably believes:

- Is obscene;
- Contains harassing content or hate speech, or is violent, incites violence, or threatens violence;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, is contrary to applicable law, or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade or service mark, patent, or other property right, or violates any privacy right;
- Is illegal or solicits conduct that is illegal under laws applicable to you or to Five Quarters; or
- Is otherwise malicious, fraudulent, or may result in retaliation against Five Quarters by offended viewers or recipients.

#### **E. Other**

You will not be entitled to any credit or other compensation for any interruptions of service resulting from AUP violations.