

## Cortez Labs LLC Acceptable Use Policy

### Introduction

This Acceptable Use Policy ("AUP") governs the proper use of Cortez Labs LLC's B2B Software-as-a-Service ("SaaS") offering (the "Service"), which is accessible only through direct download into the customer's Salesforce instance. By using the Service, you ("Customer") agree to comply with this AUP.

Cortez Labs LLC reserves the right to modify this AUP at any time, effective upon posting the modified AUP to <https://www.orcaforce.co/legal/acceptable-use-policy>. Continued use of the Service constitutes acceptance of the modified AUP.

### Prohibited Activities

Customer agrees not to engage in any of the following activities:

- a. Use the Service for any illegal or harmful purposes, including but not limited to violating any applicable laws, regulations, or industry standards.
- b. Reverse-engineer, decompile, disassemble, or attempt to derive the source code of the Service or any related software, except to the extent permitted by applicable law.
- c. Circumvent, disable, or otherwise interfere with security-related features of the Service, including any authentication or encryption features.
- d. Upload, transmit, or distribute any content that infringes any third-party intellectual property rights, including but not limited to copyright, trademark, and patent rights.
- e. Use the Service to send unsolicited communications, including but not limited to spam, phishing, or any other form of unwanted advertising or promotional materials.
- f. Use the Service in a manner that overburdens, disables, or impairs the proper functioning of Cortez Labs LLC's servers, systems, or network infrastructure.
- g. Use the Service to create, transmit, or store any content that is libelous, defamatory, harassing, threatening, or otherwise objectionable, as determined by Cortez Labs LLC in its sole discretion.

### Customer Responsibilities

Customer is responsible for:

- a. Maintaining the confidentiality of its login credentials and for any activities that occur under its account.

b. Ensuring that its use of the Service complies with all applicable laws, regulations, and industry standards.

c. Notifying Cortez Labs LLC immediately of any unauthorized use of its account or any other breaches of security.

#### Monitoring and Enforcement

Cortez Labs LLC reserves the right to monitor Customer's use of the Service to ensure compliance with this AUP. If Cortez Labs LLC determines, in its sole discretion, that Customer has violated this AUP, Cortez Labs LLC may:

a. Suspend or terminate Customer's access to the Service, with or without notice.

b. Remove or require Customer to remove any content that violates this AUP.

c. Pursue any other legal or equitable remedies available under applicable law.

#### Reporting Violations

If you become aware of any violation of this AUP, please report the violation to [legal@cortezlabs.com](mailto:legal@cortezlabs.com). Cortez Labs LLC will promptly investigate all reported violations and take appropriate action, as determined in its sole discretion.

#### Indemnification

Customer agrees to indemnify, defend, and hold harmless Cortez Labs LLC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or related to Customer's breach of this AUP.

#### Governing Law and Dispute Resolution

This AUP is governed by the laws of the Texas, without regard to its conflict of law provisions. Any disputes arising out of or related to this AUP shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The venue for such arbitration shall be Travis County.