

Motif Acceptable Use Policy

Effective Date: 2025-03-18

This Acceptable Use Policy (the “**Policy**”) applies to the access and use the SaaS Application (as defined below) owned by Motif Systems, Inc. (“**Motif**”, “**we**”, “**our**”, or “**us**”), which is made available to the entity, business, or organization (the “**Customer**”) who has entered into a master services or subscription agreement, or similar customer agreement with Motif for use of the SaaS Application (hereinafter, the “**MSA**”). Please read this Policy carefully. This Policy is hereby incorporated by reference into and made a part of the MSA.

If you have been granted access to use the SaaS Application by or on behalf of the Customer as an Authorized User (as defined below), you acknowledge and agree that (a) this Policy applies to you, and that you have read and will abide by this Policy, and (b) you have the authority to access the SaaS Application on behalf of the Customer. **Please be advised that we may modify and update this Policy as set forth in Section 6.**

1. Definitions

“**Affiliate**” means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Authorized Users**” means employees, contractors, or personnel of Customer or its Affiliates, and any other individuals, group, or entities who are authorized by Customer to use the SaaS Application.

“**Customer Data**” means any content or information submitted by an Authorized User and/or Customer to the SaaS Application, such as text, images, graphics, videos, documents, and all other content and/or materials, including, but not limited to CAD data, such as 3D models, 3D meshes, 3D geometry, etc., and/or any user or account related data and information.

“**MOTIF Materials**” means the tutorials, sample content, and other materials made available by MOTIF through the SaaS Application.

“**SaaS Application**” means Motif’s proprietary hosted software-as-a-service web application(s) that are licensed or made available by Motif to the Customer under the MSA.

2. The Relationship Between You, Customer, and Us

Customer or its administrators are responsible for managing Customer’s account (including any sub-accounts of Authorized Users) and any access to the SaaS Application, and may permit Authorized Users to access and use the SaaS Application in connection with Customer’s authorized use of the SaaS Application pursuant to and under the MSA. For example, the Customer or its administrators may provision or deprovision your access to the SaaS Application, manage permissions, or enable or disable your access to additional features of the SaaS Application, and these choices and instructions may result in the access, use, disclosure, modification, or deletion of certain or all Customer Data.

As between us and Customer, it is solely the Customer’s responsibility to (a) inform you and any other Authorized Users of any relevant Customer policies and practices and any settings that may impact the processing of Customer Data and/or use of the SaaS Application; (b) obtain any rights, permissions or consents from you and any other Authorized Users that are necessary for the lawful use of Customer Data and the operation of the SaaS Application; (c) ensure that the transfer and processing of Customer Data is lawful; and (d) respond to and resolve any dispute with you and any other Authorized User relating to or based on Customer Data, the SaaS Application, or Customer’s failure to fulfill these obligations.

Customer, and not Motif, is responsible for providing you with support for the use of the SaaS Application, and all requests for support with respect to the use or operation of the SaaS Application must be submitted by you to Customer.

Any claims arising in connection with your access or use of the SaaS Application, including any claims relating to Motif's liabilities or obligations under the MSA, may only be brought by the Customer and not any individual Authorized User.

3. Your Access and Use of Our Products and Services

While You Access or Use the SaaS Application, You Must Adhere to this Acceptable Use Policy

To help ensure safe and productive use of the SaaS Application, all Authorized Users must comply with this Policy, including without limitation, the rules and restrictions set forth in this Section, and any applicable policies established by Customer. If you see anyone engage in inappropriate use or unauthorized acts with respect to the SaaS Application or Motif Materials, please report it to Motif or the Customer.

Customer Data

Customer Data is processed by Motif on behalf of the Customer in accordance with the MSA and our Privacy Policy accessible via our legal page located at <https://motif.io/legal>. Under relevant data protection laws, Motif acts as the "data processor" or "service provider" on behalf of the applicable Customer who is the "data controller" or "business".

When you submit Customer Data, you acknowledge and agree that, (a) as between you, Motif, and the Customer, the Customer Data is owned by Customer, and any ownership or obligations between you and Customer with respect to Customer Data that is uploaded, submitted, and/or processed by you in connection with the SaaS Application is subject to the separate agreements and/or policies between you and the Customer, and (b) the MSA provides Customer with many choices and control over that Customer Data, including, but not limited to, the access, use, disclosure, modification, or deletion of some or all Customer Data.

Usage Data

Motif collects Usage Data and uses it for internal analytics purposes and to operate, facilitate, develop, improve, and support the SaaS Application and any other Motif products and services, to develop new products, features, and/or services, and for other lawful business practices. However, Motif will not disclose Usage Data externally unless (a) required by applicable laws, rules or regulations, or (b) the Usage Data is (i) de-identified so that it does not identify you, Customer, or any other person, and (ii) aggregated with data across other customers. "**Usage Data**" means Motif's technical logs, metrics, and analytics regarding the performance, use, and operation of the SaaS Application, but excluding Customer Data.

Restrictions

You shall not, and shall not permit any other person to:

- (a) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the SaaS Application or Motif Materials available for access by third parties;
- (b) access or use the SaaS Application or Motif Materials for purposes of building a competitive product, or otherwise engage in competitive benchmarking;
- (c) disclose the results of any benchmark test of the SaaS Application to any third party without Motif's prior written approval;

- (d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets, or any underlying ideas, algorithms and/or technology from or about the SaaS Application (or any part thereof);
- (e) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Motif or its suppliers on or within the SaaS Application and/or Motif Materials;
- (f) interfere with or disrupt the integrity or performance of the SaaS Application (or any part thereof), or any system, network or data or cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of the SaaS Application;
- (g) attempt to gain unauthorized access to the SaaS Application (or any part thereof), or its related systems or networks;
- (h) attempt to probe, scan or test vulnerability of the SaaS Application without Motif's prior written permission or authorization;
- (i) use the SaaS Application to store, upload, or transmit any (1) materials containing malicious or unsolicited code or software, or (2) materials or content that violate or misappropriate any third party's intellectual property, publicity, confidentiality, proprietary, and/or privacy rights;
- (j) use the SaaS Application (or any part thereof) or Motif Materials, or transmit Customer Data, in any manner that violates in any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency, including, without limitation, export laws and regulations;
- (k) transmit or process through the SaaS Application, or otherwise submit or provide to Motif any sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers or social security numbers) or any other data that Customer or you do not have the right to process;
- (l) use any generative artificial intelligence (AI), large language models (LLMs), and other machine learning (ML) functionality (collectively, "**AI Features**") or any output generated by the AI Features ("**AI Output**") to develop, train, or improve any AI, LLMs, or ML models (separate from authorized use of the SaaS Application under the MSA) or in violation of any applicable usage terms or policies of any third party providers of AI Features;
- (m) represent any AI Output as being approved or vetted by Motif, any applicable third party providers of AI the AI Features, or their respective affiliates, personnel, service providers, agents, or representatives; or
- (n) represent any AI Output as being an original work or a wholly human-generated work.

4. Indemnification

You agree to defend, indemnify, and hold harmless Motif, its employees, contractors, service providers, vendors, and/or agents, from and against any and all claims, actions, demands, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) that arise or result from your breach of this Policy or any use or misuse of the SaaS Application.

5. Violations of this Policy

If we believe that there has been a violation of this Policy, the MSA, or any of our other policies applicable to you, we will, in most cases, ask Customer to take action rather than intervene. We reserve the right to directly step in and take what we determine to be appropriate action in our reasonable discretion (including disabling or terminating your account and/or suspending your access to the SaaS Application) if Customer does not

take appropriate action or we believe there is a credible risk of harm to us, the SaaS Application, Authorized Users, or any third parties.

Motif will have no responsibility or liability to you for any termination or suspension, for any or no reason, by us or the Customer of your access to the SaaS Application.

6. Modifications

As our business evolves, we may update and amend this Policy, at any time, by posting an updated version accessible via our legal page located at <https://motif.io/legal>. We may also require you to acknowledge that you have read and agree to comply with the updated Policy the next time you log in to your account for the SaaS Application. Use of the SaaS Application after the effective date of any changes shall be subject to and in accordance with the revised Policy.