



## Acceptable Use Policy

### 1. Scope

- a. This Acceptable Use Policy (“Policy”) applies to customer’s use of all services offered by Netronome Systems, Inc., or its affiliates (“Netronome”).

### 2. Last Updated

- a. March 4, 2024

### 3. Changes to Policy

- a. Netronome may change this Policy by posting an updated version of the policy at <https://netronome.com/company/legal-notice/>.

### 4. Violations

- a. A customer violation of this Policy will be considered a material breach of the End User License Agreement, and/or other agreement governing the customer’s use of services.

### 5. Prohibited Material

- a. Customers may not, and may not allow any third party, including its users, to use services to display, store, process, transmit, or permit use of services to display, store, process, or transmit:
  - i. Material that infringes or misappropriates a third party’s intellectual property or proprietary rights;
  - ii. Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
  - iii. Obscene, excessively profane material or otherwise objectionable material;
  - iv. Material advocating or advancing criminal hacking, cracking, or phishing;
  - v. Material relating to illegal drugs or paraphernalia;
  - vi. Malicious material;
  - vii. Unlawful software;
  - viii. Malicious code, such as viruses, worms, time bombs, Trojan Horses, and/or other harmful files, scripts, agents, or programs; or
  - ix. Material that violates, encourages, or furthers conduct that would violate any applicable laws, including criminal laws, or any third-party rights, including publicity or privacy rights.

### 6. Prohibited Actions

- a. Customers may not use a service to, nor allow its users or any third party to use a service to:
  - i. Send communications or email in violation of applicable local, state, federal, national, or international anti-spam laws or regulations;
  - ii. Imitate or impersonate Netronome, another company, person or their or its email address, or creating false accounts;



- iii. Data mine or harvest any web property to find email addresses, or other user account information
- iv. Send unauthorized mail via open, or third-party servers;
- v. Send email to users who have requested to be removed from a mailing list;
- vi. Sell, exchange, share, or distribute to a third-party personal information, including email addresses of any person without such person's knowledge and consent to such disclosure; or
- vii. Send unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no pre-existing relationship;
- b. 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;
- c. Intentionally distribute viruses, worms, time bombs, Trojan Horses, and/or other harmful files, scripts, agents, or programs;
- d. Conduct or forward multi-level marketing, such as pyramid schemes or similar enterprises;
- e. Generate or facilitate SMS, MMS, or other text messages, pushy notifications, in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law, including anti-spam, telemarketing, or telephone consumer protection laws or regulations;
- f. Use the services in any manner that violates any applicable industry standards, third-party policies, or requirements that Netronome may communicate to its users
- g. Transmit material that may be harmful to minors;
- h. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission
- i. Violate the rights (such as privacy or publicity) of others;
- j. Promote, facilitate, or encourage illegal activity;
- k. Sell, distribute, or export illegal or prescription drugs or other controlled substances or paraphernalia;
- l. Remove any copyright, trademark, or other proprietary rights notices contained in or on the service, or other Netronome or third-party sources;
- m. Use the service in any way that would disparage Netronome;
- n. Use the service in a manner that violates applicable local, state, federal, national, or international laws or regulations.

## **7. Statutory Obligations**

- a. Customer agrees to comply with all applicable statutory obligations while using the services, including laws related to privacy, and intellectual property.