



PROS Subscription Services Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs your access to and use of the PROS Subscription Services ("Services"). We may modify this AUP at any time by posting a revised version on PROS Connect and PROS.com. Your continued use of PROS Services constitutes your acceptance of the latest version of this AUP.

No Illegal or Harmful Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal or harmful use, or to transmit, store, display, distribute or otherwise make available content that is illegal or harmful.

Prohibited activities or content include:

- Using our Services for any illegal purpose, or in violation of any laws (including without limitation data privacy and export control laws).
- Using our Services to disseminate, promote, or facilitate, any content that is excessively violent, threatening, intimidating, defamatory, harmful to minors, hateful or predatory.
- Content that infringes or misappropriates the intellectual property, privacy, or proprietary rights of others, including any copyright, patent, trademark, service mark, trade name, trade secret or other intellectual property right or proprietary or contractual right.
- Interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise, and content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Network Abuse

You may not make network connections to any users, applications, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling that impairs or disrupts the system being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- **Load Testing.** Any test with the purpose of placing traffic or load on the system to stress the system utilizing automated tools or manual means without the explicit authorization of PROS.



No E-Mail Abuse

You agree you will not:

- Distribute, publish, send, or facilitate unsolicited mass e-mailings, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements.
- Alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **Hacking.** Circumventing user authentication or security of any application, host, network, or account; nor interfere with service to any user, host or network (referred to as "denial of service attacks").

Artificial Intelligence

This section applies if you use any feature or functionality of the Services that uses or incorporates artificial intelligence or machine learning, including predictive, statistical, optimization, decision-support, or generative models or capabilities (collectively, "AI Features").

For the purposes of this section, "AI Input" means any data, content, instructions, parameters, or other information provided or made available for processing by an AI Feature, and "AI Output" means any data, content, prediction, forecast, recommendation, score, classification, optimized result, analysis, or other output generated by an AI Feature.

Restrictions on the use of AI Output and on the development of competing or substitute models, and restrictions on reverse engineering and extraction, are set out in the PROS AI Terms and are not repeated here.

You agree not to do, and not to assist, permit, or enable anyone else to do, any of the following:

- include in any AI Input or attempt to generate any AI Output containing any of the following, except as expressly permitted in the applicable Order or Documentation:
 - a. cardholder data subject to the Payment Card Industry Data Security Standards;
 - b. government issued personal identifiers;
 - c. biometric identifiers or categorization, or emotion recognition;
 - d. health information subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or similar regulations; or
 - e. any data containing "sensitive personal information", "sensitive data", "special categories of data", or other similar terms defined under applicable data protection laws.



- use any AI Feature:
 - a. as part of any fully automated decision-making without human input or involvement that impacts an individual's legal rights;
 - b. to infer or make decisions about an individual based on sensitive or protected characteristics where prohibited by applicable law, or in a manner that results in unlawful discrimination;
 - c. to collect non-public information you do not otherwise have the right to collect;
 - d. for any deceptive purposes, including without limitation, misrepresenting content generated through automated means as human generated or original content, concealing the fact that a user is interacting with AI, or using any manipulative or deceptive techniques that impair an individual's ability to make an informed decision; or
 - e. for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations.
- engage in any use of an AI Feature that is: (a) prohibited under the EU AI Act or any other law or regulation applicable to your use of PROS products, services, or features; or (b) classified as "high-risk", or otherwise subject to heightened legal or regulatory requirements, unless such use is expressly authorized in writing by PROS and you implement and maintain all risk management, human oversight, transparency, monitoring, record-keeping, data governance, incident reporting, and other measures required by applicable law for your use and role.

PROS reserves the right to remove content that is inconsistent with or in breach of this AUP. Without affecting or limiting any other remedies available to us, PROS may terminate or suspend a User's account or access to the Services without notice or liability if PROS (in its sole discretion) determines that a User has violated this AUP.

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