

ActiveState Acceptable Use Policy

ver. June 23, 2025

This Acceptable Use Policy ("AUP") outlines the rules and guidelines governing your use of ActiveState's products and services ("Services"). Your access, deployment or use in any way of the Services, is deemed your acceptance to comply with the most current version of the AUP. ActiveState reserves the right to modify this AUP at any time, and such modifications will be effective upon posting on our website. It is your responsibility to review this AUP regularly. All Services must be used in a lawful manner and any violation of this AUP will entitle ActiveState to immediately suspend or terminate your use of the Services.

1. Responsibility for Content: You are the owner and solely responsible for all content you upload, transmit, or otherwise make available through or with the Services, including any third-party content ("Your Content"). You must ensure that Your Content complies with all applicable laws and does not violate any third-party rights. ActiveState does not monitor Your Content for illegal activity and reserves the right to remove or disable access to any content that violates this AUP. Your Content should not include any proprietary source code or software dependency information that You wish to keep confidential.

2. Prohibited Conduct and Content: You may not use the Services to engage in activities that are illegal, harmful, or interfere with others' use of the Services. Prohibited conduct includes, but is not limited to:

- a. **Unlawful Use:** Using the Services for unlawful purposes, including illegal defamatory, fraudulent, libellous, discriminatory or abusive toward any individual or group, obscene, indecent, pornographic or terrorist activities.
- b. **Harmful Content:** Transmitting content that contains viruses, active malware or exploits, or any other harmful code.
- c. **Export Violations:** Deploy the Services, in or to countries or regions subject to U.S., Canadian, or international export controls or sanctions.
- d. **Intellectual Property Violations:** Uploading or sharing content that infringes on intellectual property rights of others, including copyrights, trademarks, or trade secrets. Removing any copyright, trademark or other proprietary rights notices contained in or on the Services. Users may only use ActiveState's trademarks with prior written permission.
- e. **Misrepresentation:** Impersonating any person or entity or misrepresenting your affiliation with a person or entity.

3. Security Violations: You are prohibited from violating the security of the Services, including but not limited to:

- a. **Unauthorized Access:** Accessing or attempting to access data, information, systems, servers, user accounts, or any part of the Services without the necessary permissions or authorization.
- b. **Security Testing Without Consent:** Conducting scans, probes, or other forms of testing to identify weaknesses or vulnerabilities in any system or network without prior approval.
- c. **Security Measures Bypass:** Circumventing or attempting to bypass authentication or security mechanisms without appropriate authorization.
- d. **Service Disruption:** Taking any action intended to overload, crash, disrupt, interfere, or otherwise impair the integrity, availability or functionality of any network, server, the Service or data contained therein.
- e. **Competitive or Benchmarking Use:** Access the Services for the purpose of monitoring its availability, performance, developing, training, testing, benchmarking, supporting, or offering competitive products or services to that of ActiveState.
- f. **Misuse for Infrastructure Deployment:** Use the Services to provision, deploy, or distribute code that serves as the foundation for infrastructure-level software delivery platforms that compete with or replicate the functionality of the ActiveState Platform, including use within internal developer portals or enterprise registries, without appropriate licensing or agreements.

4. Restrictions: You agree to use the Services only as permitted under this AUP, and not to misuse, repurpose, or enable unauthorized access to them. You may not, and will not allow any third party to:

- **Reverse engineer or replicate** any part of the Services or Products, including to build or support competing products or services.
- **Copy or clone** features, functions, designs, or content from the Service, or allow unauthorized access to the Services.
- **Mirror, reproduce, or host** the Service, on external servers, networks, or internet-connected environments without written permission from ActiveState.
- **Perform automated data scraping or extraction on the Service**, including bots, crawlers, or scripts, to systematically extract or mine data from the Services.
- **Exceed your authorized Usage Cap**, regardless of the deployment method, on any computing device in whatever form or manner, whether physical or virtual and external or internal-facing.
- **Run the Services on unsupported operating systems**, or in unapproved environments.

- **Engage in OEM distribution** without appropriate authorization and licensing from ActiveState.
- **Redistribute or sublicense** the Services, whether as standalone products or bundled within other offerings, in a way that enables third parties to extract, reverse engineer, or access them, including through CI/CD systems or public registries.
- **Repackage or rebrand** the Services or their components in a way that implies they are official ActiveState offerings, or misuse ActiveState's name, logo, or marks to mislead others about the source, functionality, or support of redistributed Services.
- **Bypass, disable, or tamper with** license enforcement or usage tracking mechanisms embedded in the Services or in any third-party components managed through the Services.

Violating these restrictions is a material breach of this AUP and may result in immediate suspension or termination of your access to the Services, in addition to any legal remedies ActiveState may pursue. This section does not limit your rights under any applicable open-source licenses, but is intended to preserve the enforceability of proprietary and non-open components of the ActiveState Platform

5. API Terms

- **Limits:** Excessive or abusive use of the API may lead to temporary or permanent suspension of your access. ActiveState will determine what constitutes abuse or excessive usage at its sole discretion. We will make a reasonable effort to notify you in advance via email before any suspension takes effect.
- **Token Sharing:** You may not share API tokens or otherwise attempt to bypass ActiveState's rate limits.
- **Prohibited Use:** You may not use the API to extract data or content for purposes such as spam, marketing, or resale including the sale of user data to recruiters, headhunters, or job boards.
- **Commercial Access** If you require high-volume or commercial access to the API (including use cases involving resale or redistribution), ActiveState may offer a separate subscription or commercial license.

6. Export Control: You are responsible for complying with all applicable export control laws and regulations. You may not use, export, or re-export the Services in violation of any applicable laws or regulations, including U.S. and Canada export laws.

7. Enforcement: Violations of this AUP may result in suspension or termination of your access to the Services. ActiveState reserves the right to investigate any suspected violations and to cooperate with law enforcement authorities in prosecuting users who violate the law, at its

sole discretion.

8. Reporting Violations: If you become aware of any violation of this AUP, please report it to ActiveState at legal@activestate.com.