

Acceptable Use Policy

When incorporated by reference, the terms set forth in this Acceptable Use Policy shall specify and govern the provision of the Solutions from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”).

Now therefore, the Parties agree as follows:

I. Customer’s Use of the Solutions

I.1 Customer shall ensure that each Authorized User uses a secure and confidential password to access the Solutions.

I.2 Customer shall:

I.2.1 procure that its Authorized Users shall: (i) use the Solutions in accordance with the terms and conditions of the Agreement; (ii) each use a secure and confidential password to access the Account (iii) comply with all applicable laws and regulations with respect to its activities under the Agreement; (iv) only use the Solutions for lawful purposes. Customer shall be liable for any breach of the Agreement by its Authorized Users;

I.2.2 use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Solutions, and, in the event of any unauthorized access or use, promptly notify Provider;

I.2.3 except where expressly agreed otherwise by the Parties in writing and subject to a separate agreement pertaining to such services, be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating of all Customer Data in the use of the Solutions. Provider shall not be liable for any errors or inaccuracies in (i) any information provided by Customer; (ii) any Customer Data, or (iii) any changes or modifications to any Customer Data by Provider upon Customer’s written instructions, beyond its responsibility to accurately reproduce such Customer Data upon Customer’s instruction;

I.2.4 be solely responsible for using a supported browser that is needed to access the Productsup Platform; a list of supported browsers for the use of the Productsup Platform can be found under <https://help.productsup.com/en/29407-29410-supported-browsers.html>; and

I.2.5 be responsible for obtaining all necessary licenses and consents required to use Customer Data in the agreed Scope, if any, including without limitation those from the owners or licensees of any third-party information, and Customer warrants and represents that such licenses and consents have been obtained.

I.3 Customer acknowledges and agrees that the Productsup Platform serves the purpose of distributing and syndicating Customer Data, but does not serve as a storage solution for Customer Data and shall not be used in this way.

I.4 Customer shall not and shall procure that its Authorized Users shall not during the course of its use of the Solutions, upload, input, access, store, distribute or transmit any Viruses, nor any material,

including without limitation Customer Data, which is (i) unlawful (including breach of Intellectual Property Rights of any other party or any other person's rights), harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory on the grounds of race, gender, colour, religious belief, sexual orientation, disability or any other illegal activity; or (vi) causes damage or injury to any person or property. Provider reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any material that breaches the provisions of this section; and to (ii) disable the Solutions in respect of any such content where, in Provider's sole and reasonable discretion, Provider suspects such content to be in violation of this section.

- 1.5 Customer shall not, and shall cause Authorized Users not to, access or use the Solutions, if Customer or any Authorized User is located in a jurisdiction that is that is subject to U.S. or EU economic sanctions, and neither Customer nor any Authorized User shall provide access to the Solutions to any government, entity, or individual located in any such jurisdiction or to any individual identified on any U.S. or EU sanctions lists.
- 1.6 Provider reserves the right, without liability or prejudice to its other rights to Customer, to (i) disable Customer's access to any material that breaches the provisions of this section; to (ii) disable the Solutions with regard to any such content which is in violation of this section.

2. Indemnification

Customer agrees to defend, indemnify and hold harmless Provider and its Affiliates from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with Customer Data (each a "Claim"). Provider shall, in this case (i) notify Customer in due time of any Claim; (ii) grant Customer, at Customer's cost, full authority and control of the settlement and defense of the Claim (to the extent possible under applicable law and possible without impairing the effective defense of the Claim; to the extent no full authority and control can be granted, Provider agrees to involve Customer by fully informing Customer of any communication from opposing party, their counsel, and any court, arbitrator, mediator or other similar entity, and by submitting to Customer for prior approval any statement, brief, submission or filing, written or otherwise, to any of the aforementioned); and (iii) reasonably cooperate with Customer in the defense of such Claim, including providing adequate assistance and information.

3. Provider Intellectual Property Rights and License

- 3.1 Except as may be permitted by applicable law, Customer shall not and shall ensure that its Authorized Users shall not:
 - 3.1.1 make alterations to, or modifications of, the whole or any part of the Solutions or permit the Solutions or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.1.2 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Solutions or attempt to do any such thing;
 - 3.1.3 copy, frame, or mirror any part of the Solutions;

- 3.1.4 access all or any part of the Solutions or the Documentation in order to build a product or service which competes with the Solutions or the Documentation;
- 3.1.5 provide, commercially exploit or otherwise make available the Solutions, in any form to any person;
- 3.1.6 use the Solutions or the Documentation to provide the Solutions or certain functionalities thereof to third parties, except where expressly agreed otherwise in writing by the duly authorized representatives of Provider.