

TEMPLUM[®]

TEMPLUM ACCEPTABLE USE POLICY

This Templum Acceptable Use Policy governs all uses by any user (each, a “**User**”) of the Platform Services provided by Templum, Inc. (“**Templum**”), pursuant to the Templum Software Services Agreement or another written agreement with Templum (such contract, regardless of title, the “**Agreement**”). Unless otherwise set forth herein, all capitalized terms set forth in this document shall have the meanings ascribed to such terms in the main body of the applicable Agreement.

1. **GENERAL RESTRICTIONS ON USE.** User agrees that he, she, they or it (hereinafter, “**it**”) shall not, directly or indirectly:

(a) use any Platform Services for any illegal purpose, or otherwise violate any applicable laws or regulations in connection with use of the Platform Services;

(b) attempt to copy, reproduce, modify, reverse engineer, disassemble, decompile, translate, attempt to discover the source code or underlying algorithms of, or create derivative works based on, any software comprising the Templum Platform, or any other aspect of the Platform Services;

(c) except as expressly permitted in the Agreement, sell, license, distribute, rent or lease the Platform Services, or permit access to the Platform Services by any third party;

(d) use the Platform Services to perform “service bureau,” “software as a service,” “cloud service” or “application services provider” type services for any third party or otherwise use the Platform Services for the benefit of any third party;

(e) remove, obscure, alter or deface any notice of confidentiality, any trademark, any copyright notice, or any other indicia of ownership of Templum or any third parties that may be contained in or displayed via the Platform Services;

(f) interfere, in any way, with others’ use of or access to the Platform Services;

(g) attempt, by any means, to gain unauthorized access to the computer system of any other user of the Platform Services, to any unauthorized

portion of the Platform Services or to any other system, website, software, material or database offered by Templum with respect to which User is not granted a license or other right under the Agreement;

(h) take any action to attempt to circumvent, bypass, eliminate, override, disable or modify any security measures as Templum may provide with respect to the Platform Services;

(i) use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use any Platform Services;

(j) take any action that imposes an unreasonable or disproportionately large load on the Platform Services;

(k) misuse or abuse the Templum Platform or the Platform Services, or interfere with or disrupt the integrity or performance thereof or of any data contained therein;

(l) use the Platform Services for any purpose other than that specifically authorized in the Agreement;

(m) infringe, misappropriate or otherwise violate any of Templum’s rights with respect to the Templum Platform or any Services, or use any Services to, or permit, enable or assist a third party to, create any product or service competing with the Platform Services; or

(n) engage in any load, technical, security, penetration or other vulnerability testing with respect to the Platform Services.

2. **EXPORT RESTRICTIONS.** As between User and Templum, User is solely responsible for complying with all applicable Laws relating to export control and sanctions. Without limiting the generality of the foregoing, User agrees it shall not, directly or indirectly, export, transfer or otherwise allow access to or use of the Platform Services, in violation of any applicable Laws relating to export control and/or sanctions, including (a) into (or to or by any citizen, national or resident of) any country against which any economic or financial sanctions or trade embargoes are maintained or enforced by the United States, including by the United States Department of the Treasury's Office of Foreign Assets Control, the United Nations, the United Kingdom, or the European Union or any of its member states (any Person who or which is the target of any of the foregoing sanctions or embargoes, a "Sanctions Target") or (b) to or by any Person listed on the United States Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the United States Department of the Commerce's Denied Persons List or Entity List or on equivalent lists in other jurisdictions (any such Person described in clause (b), a "Prohibited User"). User represents and warrants it is neither a Sanctions Target nor a Prohibited User.

3. **NO USE WITH HIGH RISK ACTIVITIES.** User acknowledges and agrees that the Platform Services are not designed or intended for use in any hazardous environment requiring fail-safe performance, including the operation of nuclear facilities, aircraft or spacecraft navigation or communications systems, air traffic control systems, life-support systems, weaponry, or any other application or installation in which any delay or failure of operation of the Platform Services could result in death, personal injury or property damage (collectively, "High Risk Activities"), and User shall not, directly or indirectly, use the Platform Services in connection with any High Risk Activities.

4. **CLIENT MATERIALS.** User agrees it shall not upload or otherwise transmit to or via the Platform Services any information, data or materials that:

(a) infringe or otherwise violate any copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other proprietary right of any individual or entity;

(b) are fraudulent, misleading, deceptive, defamatory, slanderous, libelous, expresses hate, harassing, abusive or unlawfully threatening;

(c) are pornographic, obscene, vulgar or exploitative of any minor;

(d) impersonate any individual or entity or misrepresent any relationship to any individual or entity;

(e) contain or embody any computer virus, Trojan horse, worm, time bomb, ransomware, malware, or other similar code or component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify any data or any software, hardware, network or other technology;

(f) advocate illegal activity or discuss an intent to commit any illegal act; or

(g) otherwise violate, or solicit, aid and/or abet violation of, any applicable laws or regulations, including any laws relating to export controls, encryption, privacy or data protection.