

ACCEPTABLE USE POLICY

Revision Date: 1st July 2020

This Acceptable Use Policy (“AUP”) governs the use of Kyriba Corp. (“**Kyriba**”) software-as-a-service platform, products, services and other offerings (collectively the “**SaaS Services**”) made available by Supplier. This AUP is an integral part of the Agreement (as defined in the Terms and Conditions for Online Cloud Services (“**Terms**”) available at <https://dsoft-group.com/kyriba> (or successor URL)) and is incorporated by reference into the Agreement. Capitalized terms not otherwise defined in this AUP will have the meanings set forth in the Agreement. “**You**,” “**Your**,” refers to you, as a subscribing entity to and user of the SaaS Services, including any User authorized to access the SaaS Services on Your behalf as further specified in the Agreement.

The purpose of this AUP is to describe permissible and impermissible use of the SaaS Services by You and to ensure that Your use of the SaaS Services is compliant with applicable laws, rules and regulations. This AUP is a non-exclusive list of the actions prohibited by Supplier and/or its licensors, and Supplier and/or its licensors reserve the right to modify this AUP at any time. By accessing or using the SaaS Services, You agree to the latest version of this AUP.

Prohibited Acts. The prohibited uses described in this AUP are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list: **General Prohibitions.** You shall use the SaaS Services exclusively for authorized and legal purposes, consistent with all applicable laws, rules, and regulations, including those related to the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, the HK Prevention of Bribery Ordinance 1970, the Singapore Prevention of Corruption Act (Cap. 241), export control, spamming, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity or defamation. You agree that You will not, and will not permit any User or other third party to: (a) copy, modify, adapt, alter, translate, display or use the SaaS Services, except as expressly allowed under the terms of the Agreement or in the applicable Documentation; (b) sublicense, lease, rent, loan, distribute, resell, provide access to the SaaS Services on a time-share or service bureau basis, or otherwise transfer the SaaS Services, including, as applicable, the documentation, software, associated user interfaces, help resources, and any related technology or services Supplier and/or its licensors makes available via the SaaS Services and the internet, and all updates and upgrades thereto, if any, to any third party; (c) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the SaaS Services; (d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Supplier and/or their licensors in and to the SaaS Services; (e) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services in physical or electronic form; (f) use the SaaS Services to interfere with, gain unauthorized access to, or otherwise violate the security of Supplier and/or its licensors or another party’s server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing; (g) use the SaaS Services to violate any applicable law, statute, ordinance or regulation; or (h) use the SaaS Services to transmit, publish, or distribute any material or information: (1) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS Services; (2) for which You do not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; or (3) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable.

For the avoidance of doubt, in using the SaaS Services, You shall be responsible for transmitting accurate, reliable, complete and up-to-date information and must not transmit any: (a) defamatory material of any person or persons; (b) obscene and offensive material; (c) any sexually explicit material; (d) any discriminatory material based on race, sex, religion, nationality, disability, sexual orientation or age; and (e) any other material objectionable in relation to Your use of the SaaS Services.

Your Information. Uploading, inputting or storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act into the Services is prohibited.

U.S. Government Restricted Rights. The SaaS Services are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Kyriba Corporation or one of its affiliates.

User Account. You acknowledge and agree that only Users are entitled to access the SaaS Services as further specified in the Agreement. You are responsible and liable for any violation of the terms and conditions of this AUP and/or the Agreement by any User. You are solely responsible for the security of Your login information, service token and similar access information (collectively “**Login Information**”), for the use or misuse of such Login Information and all activities that occur through the use of such Login Information or as a result of Your access to the SaaS Services. You acknowledge and agree that Supplier and/or its licensors may provide access to or use of the SaaS Services to anyone utilizing Your Login Information or who is otherwise authorized by You to use or access the SaaS Services on Your behalf. You will immediately disable a User’s access if such User is no longer authorized to use the Login Information or otherwise use or access the SaaS Services.

You shall promptly notify Supplier of any suspected or alleged violation of the terms and conditions of this AUP and/or the Agreement, and shall reasonably cooperate with Supplier and/or its licensors with respect to the investigation of any suspected or alleged violation of this AUP and/or the Agreement. Supplier and/or its licensors may suspend, modify, restrict or terminate any of all SaaS Services or Your access to the SaaS Services if Supplier and/or its licensors reasonably suspects or determines that any User has violated the terms and conditions of this AUP and/or the Agreement.

Statistical Data. Supplier and/or its licensors may monitor, collect and use data pertaining to the use of the SaaS Services to extract, compile, synthesize, and analyze any non-personally and non-customer identifiable data or information resulting from Your use of the SaaS Services (“**Statistical Data**”). Supplier and/or its licensors may only use Statistical Data for research, development (including to improve the SaaS Services and develop new products) and marketing purposes and may only publicly disclose such Statistical Data in an aggregated format that in no way identifies You, any particular User, and/or Your confidential information (e.g., disclosure of statistical and performance information related to the provision and operation of the SaaS Services, including aggregate number and volume of transactions processed for all its hosted customers).