



ACCEPTABLE USE POLICY

This Acceptable Use Policy governs the download, installation, and use of the “M” data integration tool (the “Services”) and any related documentation, as may be updated from time to time (“Documentation”) by any person and/or organization (each, a “User”) provided by Day Two Plus, LLC (“Company”).

1. GENERAL RESTRICTIONS ON USE. User shall not, directly or indirectly:

(a) use any Services for any illegal purpose, or otherwise violate any applicable laws of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, as amended or superseded (collectively, “Laws”) in connection with use of the Services;

(b) copy, reproduce, modify, reverse engineer, disassemble, decompile, translate, attempt to discover the source code or underlying algorithms of, or create derivative works based on the Services or attempt to do any of the foregoing;

(c) except as expressly permitted in a separate written agreement between User and Company, sell, license, distribute, rent or lease the Services, or permit access to the Services by any third party;

(d) use the Services to perform “service bureau,” “software as a service,” “cloud service” or “application services provider” type services for 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 Company or any third parties that may be contained in or displayed via the Services;

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

(g) gain or attempt, by any means, to gain unauthorized access to the computer system of any other User of the Services or, to any unauthorized portion of the Services to any other system, website, software, material or database offered by Company with respect to which User is not granted a license or other right under a separate written agreement between User and Company;

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

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

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

(l) use the Services for any purpose other than that specifically authorized in a separate written agreement between User and Company;

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

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

(o) collect or store “personal data” as defined by any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”), (ii) the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”); (together the “GDPR”) (iii) the UK Data Protection Act 2018; and (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time (collectively, “Data Protection Legislation”) without permission.

2. EXPORT RESTRICTIONS. As between User and Company, 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 Services, in violation of any applicable



Day 2+

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 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 Services could result in death, personal injury or property damage (collectively, "**High Risk Activities**"), and User shall not, directly or indirectly, use the Services in connection with any High Risk Activities.

4. CLIENT MATERIALS. User agrees it shall not upload or otherwise transmit to or via the 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, including Laws relating to export controls, encryption, privacy or data protection.

MODIFICATIONS TO THIS POLICY. Company may modify this Policy in its sole discretion and such modifications shall be effective upon their publication to the Company website. User's continued use of the Services shall constitute User's consent to any changes made. If User does not agree to the new terms, User should not use the Services.