

## ACCEPTABLE USE POLICY

This acceptable use policy ("AUP") sets out the responsibilities and certain prohibited acts in relation to use of and access to products and services provided by IFS, including without limitation cloud services, SaaS services and other similar services.

Defined terms used in this AUP have the meaning given to them below.

### 1. CUSTOMER RESPONSIBILITIES

If customer receives cloud-based services from IFS, unless otherwise specified in the customer's agreement with IFS, customer is responsible for:

- ❖ Taking reasonable measures to prevent unauthorized access to or use of software or services, and notify IFS promptly of any such unauthorized access or use;
- ❖ The selection of controls on the access and use of its content;
- ❖ The selection, management and use of any public and private keys and digital certificates it may use; and
- ❖ Each user's compliance with this AUP.

### 2. USE RESTRICTIONS

Customer will not, and will not enable others to:

- ❖ Make any IFS products and services available to anyone other than as permitted under the terms of the customer's agreement with IFS; or
- ❖ Assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the IFS products and services; or
- ❖ Use or permit use in a service bureau, sourcing, subscription or time-sharing arrangement, or in a rental, software as a service or outsourcing offering; or
- ❖ Permit direct or indirect access to or use of any IFS service in a way that circumvents a contractual usage limit; or
- ❖ Frame or mirror any part of any IFS service, other than on customer's own internal websites (i.e. intranets) or otherwise for its own internal business purposes or as permitted in the agreement with IFS; or
- ❖ Except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile any IFS service; or
- ❖ Access the IFS service to build a competitive product or service, copy any features, functions or graphics of the service or to benchmark with a non-IFS product or service; or
- ❖ Publish any results of benchmark tests performed with respect to any portion of the IFS products or services.

### 3. PROHIBITED USE

Customers must not use, nor enable others to use, the IFS products and services:

- ❖ In a way prohibited by law, to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or
- ❖ To store or transmit material in violation of third-party rights, including privacy rights; or
- ❖ To store or process payment card information unless specifically permitted in Customer's agreement with IFS; or
- ❖ To violate the rights of third parties; or
- ❖ To try to gain unauthorized access to or in a way to disrupt any service, device, data, account or network; or
- ❖ To interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the IFS services;
- ❖ To spam or distribute malware, or transmit or cause to be transmitted any viruses, worms, trojan horses, time bombs, cancel bots or any other harmful, malicious, damaging or destructive programs or content; or
- ❖ In a way that could otherwise harm IFS services or impair anyone else's use of it; or
- ❖ To interfere with or disrupt the integrity or performance of the IFS services or third-party data contained therein or in a way that could otherwise harm the IFS services or impair anyone else's use of it; or
- ❖ To disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters a customer's use of IFS products and services, nor force any electronic barriers or locks which have been adapted for the purpose of protecting the IFS services; or
- ❖ For the purposes of sharing or transferring any password or other security device relating to the use of IFS products and services with or to any other user or any third party; or
- ❖ In a manner such to remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the IFS service; or
- ❖ For the purposes of sharing any license key with any third party; or
- ❖ In a manner that prevents or disrupts other computer communications, or prevents or disrupts the equipment employed to provide and use the IFS products and services; or
- ❖ In any application or situation where failure of the products or services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

#### **4. COMMERCIAL USES ONLY**

- ❖ The IFS products and services are intended for standard commercial uses and must not be used in any hazardous environments requiring fail safe performance, such as in the construction, operation or maintenance of nuclear facilities, on-line or real-time control of aircraft, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage.

#### **5. INVESTIGATION, SUSPENSION AND OTHER REMEDIES**

##### ❖ DUTY TO NOTIFY

- The customer will promptly notify IFS of any known event or circumstance which is likely to lead to a violation of the AUP or a violation of the AUP itself.
- If the customer notifies IFS of a violation of the AUP or IFS becomes aware of a violation or potential violation, the customer will provide on receipt of a request from IFS, all relevant information relating to such event or circumstance.

##### ❖ DUTY TO CORRECT

- In the event of a violation of the AUP, the customer will correct such violation as soon as reasonably possible. In addition to other rights or remedies, IFS may, in its reasonable discretion remove or require removal of any customer content which violates the AUP.

##### ❖ SUSPENSION AND TERMINATION

- Notwithstanding any other right or remedy available to it, in the event of a violation of the AUP IFS may suspend access to the applicable IFS products and services in whole or in part, and for repeated or material breach of the AUP, IFS may terminate the applicable IFS products and services for cause.
- Except where IFS believes on reasonable grounds that an immediate suspension of the applicable IFS products and services is prudent or otherwise is required by law, before suspending, IFS will attempt to notify the customer by any reasonably practical means under the circumstances, such as, including without limitation, by telephone or e-mail. IFS will restore access to the IFS product and services only when the violation of the AUP causing suspension is rectified.
- The exercise by IFS of suspension rights or other remedies under this AUP shall not relieve the customer of any obligation to pay the applicable fees.