

## **1. RESTRICTIONS**

1.1 Client shall not itself, or through any Affiliate:

1.1.1 permit any person other than an Authorized User to use or access the Software Services or Supplier Content;

1.1.2 designate as an authorized user any person or entity against whom sanctions have been issued by the United States or United Kingdom or who resides in an embargoed country;

1.1.3 use the Software Services or Supplier Content for the benefit of anyone other than itself or its Authorized Users;

1.1.4 license, sublicense, sell, resell, transfer, assign, distribute, commercially exploit or make available to any third party (other than Authorized Users) the Software Services or Supplier Content;

1.1.5 copy all or any part of the Software or Supplier Content including, without limitation, any concepts, functionalities, features or graphics;

1.1.6 adopt, adapt or integrate any of Supplier's Proprietary Information into its own work;

1.1.7 access the Software or Supplier Content in order to directly or indirectly build a similar or competitive product or service, or a product or service using similar concepts, functionalities, features or graphics of the Software or Supplier Content;

1.1.8 remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software or Supplier Content;

1.1.9 copy, translate, disassemble, decrypt or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code of the Software or any other software provided by Supplier under this Addendum A, or use it to create a derivative work;

1.1.10 upload, post or distribute to or via the Software any information or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights;

1.1.11 use the Software Services or Supplier Content for any purpose other than the Permitted Use and specifically shall not use it: (i) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (ii) to send anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party; (iii) to send or store anything that is obscene, libelous, defamatory, harassing, offensive or malicious; (iv) to send or store material containing viruses, worms, trojan horses or other harmful computer code, files, scripts, or programs; (v) to interfere with or disrupt the integrity or performance of the Software or Software Services; (vi) for any illegal or unlawful purposes; or (vii) to store or transmit data in violation of the privacy or data protection rights of any third party;

and Supplier reserves the right, without liability or prejudice to its other rights, to immediately disable Client's access to the Software Services and Supplier Content, in the event that Client breaches any provision of this Section 3 (Restrictions).

## **2. CLIENT RESPONSIBILITIES**

2.1 Client shall promptly provide the necessary information and assistance to Supplier to enable Supplier to deliver the Software Services. Client acknowledges that Supplier's ability to deliver the Software Services in the manner provided in this Addendum A may depend upon the accuracy and timeliness of such information and assistance.

2.2 Client shall comply with all applicable local, state, national and foreign laws in connection with its use of the Software Services and Supplier Content, including those laws related to data protection.

2.3 Subject to obtaining the prior written consent of Supplier, Client may allow a third party that is an Authorized User to use the Software on behalf of Client provided that prior to being granted access, said third party enters into a confidentiality and non-use agreement in favor of Supplier, in form and content reasonably acceptable to Supplier (which may include all or any of the restrictions set out in Section 1 (Restrictions)) and no

less stringent than the terms of confidentiality and non-use in this Addendum A. At its sole discretion, Supplier may waive any requirement for any such confidentiality agreement.

2.4 Client shall: (i) notify Supplier immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security; (ii) report to Supplier immediately and use reasonable efforts to stop any unauthorized use of the Software Services that is known or suspected by Client or any Authorized User; (iii) not provide false identity information to gain access to or use the Software Services; and (iv) notify Supplier when an Authorized User no longer has Permitted Use rights (as defined).

2.5 Client acknowledges that (i) Supplier exercises no control over Client Data transmitted by Client or Authorized Users through the Software; and (ii) Client is solely responsible for collecting, inputting and updating of all Client Data into the Hosted Software; for ensuring the accuracy and quality of Client Data; and that Client Data does not: (a) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party; (b) contain anything that is obscene, libelous, defamatory, harassing, offensive or malicious; (c) contain any viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Software or Software Services; (e) contain anything that is illegal, or is being used for an illegal purpose; (f) violate the privacy or data protection rights of any third party or any applicable data protection legislation; or include any Sensitive Data.

2.6 Supplier Software utilizes both essential and functional cookies. These cookies are detailed in the cookie notice provided within the Supplier Software ("**Cookie Notice**"). Client and/or its Affiliates hereby consent on behalf of its and its/their Authorized Users to the use of the functional cookies set forth in Supplier's Cookie Notice.