



Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs the use of Distil's products and services (collectively, the "Services") by Client and supplements the agreement entered into by and between Distil and Client regarding the provisioning of Services to Client (the "Main Agreement"). The examples described in this AUP are not exhaustive. The restrictions set forth in this AUP shall apply equally to Client and any other person or entity that Client, either directly or indirectly, provides access to the Services ("Users"). Client shall (i) ensure that all Users comply with this AUP and (ii) be responsible for violations of this AUP by any User. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Main Agreement.

1. PROHIBITED USES. Client and Users shall not:

- (a) Use, transfer, assign, distribute, license, sublicense, rent, lease, barter, resell, or commercially exploit the Services in any manner not expressly permitted under this AUP or the Main Agreement;
- (b) derive or attempt to derive the source code, source files, or any component, feature or structure of part or all of the Services by reverse engineering, disassembly, copying, decompilation, or any other means;
- (c) use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information;
- (d) use the Services to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store pornography, obscene, threatening, libelous or otherwise unlawful material;
- (e) use the Services in violation of any applicable local, state, provincial, federal, national, supranational or international law, treaty, court order, ordinance, regulation or administrative rule (including, any applicable intellectual property, privacy or import or export control laws), or in any way that may expose Distil to criminal or civil liability;
- (f) use the service in any way that interferes with, restricts or inhibits anyone's use or enjoyment of the Services or otherwise interfere with or disrupt the integrity or performance of the Services;
- (g) access the Services if Client or a User is a competitor of Distil or otherwise unauthorized to access the Services;

(h) use the Services to copy or otherwise duplicate the Services or any component thereof, or to develop any products or services that can be used to compete with Distil's products and services;

(i) use the Services to circumvent, attempt to circumvent or determine how to circumvent the Services or other Distil technology;

(j) attempt to circumvent the security of, gain unauthorized access to, or interfere with any account, computer, system or network, regardless of whether such account, computer, system or network is owned by Distil or a third party;

Client also agrees not to encourage, permit or assist any third party in any of the restricted activities described herein. Client shall be solely responsible for any content that it or its Users upload to the Services.

2. CONSENT TO PROCESS PERSONAL INFORMATION/DATA AND USE OF COOKIES. Client

acknowledges that Distil's provisioning Services to Client may involve the processing (including the collection, disclosure, modification, storage, transmission and use) of personal information/personal data that is protected by domestic (including local, state and federal) or foreign (including local, state, provincial, national and supranational) privacy laws (the "Privacy Laws"), and that Distil's provisioning of Services may involve the installation of cookies on an individual's device. Client further acknowledges that certain Privacy Laws may require Client to obtain proper consent from the individuals to which such personal information/personal data relates and/or on whose devices cookies may be installed. To the extent that any Privacy Law requires the consent of any individual to process that individual's personal information or personal data and/or to install cookies on that individual's device in connection with Client's use of the Services, Client must properly obtain and maintain, and shall be solely responsible for properly obtaining and maintaining, all such consents.

3. MODIFICATIONS. Distil may modify the terms of this AUP from time to time, in its sole discretion. If Distil elects to modify the terms of this AUP, it will provide Client with prior written notice of such modifications. Client's continued use of the Services constitutes an acknowledgement of the terms of the then current AUP and an agreement to follow and be bound by the same.