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### **ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("AUP") governs your use of the DRB Solution provided by the DRB Contracting Entity. If you engage in any of the activities prohibited by this AUP, DRB may suspend or terminate the Agreement and/or the DRB Solution or a subset of same. This AUP is a nonexclusive list of the actions prohibited.

Any capitalized terms not defined in this AUP shall have the meaning given in the DRB General Terms and Conditions.

Neither the Customer, nor its Authorized Users, shall use the DRB Solution to do any of the following:

- (a) copy, modify, or create derivative works or improvements of or competing products/services to the DRB Solution or Documentation;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the DRB Solution or Documentation to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the DRB Solution, in whole or in part, unless otherwise permitted by law;
- (d) bypass or breach any security device or protection used by the DRB Solution or access or use the DRB Solution other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) bypass or breach any security device, protection, or documented processes, including, without limitation, processes described in the API Terms of Use, used by or with the DRB APIs or access or use the DRB APIs other than by an Authorized User through the use of his or her own, then valid Credentials, including, without limitation, to access, collect, store, transfer, or otherwise use Personal Information held in the DRB Solution;
- (f) input, upload, transmit, or otherwise provide to or through the DRB Solution, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (g) damage, destroy, disrupt, disable, impair, interfere with, benchmark, monitor, or otherwise impede or harm in any manner the DRB Solution or DRB's provision of services to any third party, in whole or in part;
- (h) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the DRB Solution or Documentation, including any copy thereof;
- (i) access or use the DRB Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable Law;
- (j) access or use the DRB Solution or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the DRB Solution could lead to personal injury or severe physical or property damage except with respect to car wash sites and lube shop sites; or

- (k) otherwise access or use the DRB Solution or Documentation beyond the scope of the authorization granted under this Agreement.